

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 16, 2015, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Pier Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of November 2, 2015
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider Approval of an Application for an Industrial Facilities
Exemption Certificate in the City of Wyoming for Michigan Turkey
Producers
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. John Weiss from Grand Valley Metro Council
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**
(All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Council member, that member may request removal from the Consent Agenda.)
- 15) Resolutions**
 - a) Of Objection to Transfer of Properties Not Sold at the 2015 Delinquent Property Tax Sale to the City of Wyoming
 - b) To Approve the Application of Michigan Turkey Producers for an Industrial Facilities Exemption Certificate in the City of Wyoming
 - c) To Authorize the Mayor and City Clerk to Enter into a Partnership Agreement with the Michigan Recreation and Park Association (Budget Amendment No. 24)
 - d) To Authorize the Mayor and City Clerk to Execute a Lease Agreement with Aquinas College
 - e) To Authorize the City Manager to Execute an Employment Agreement with the Director of Information Technology

16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts

- f) To Approve Change Order #3 for the Clean Water Plant Laboratory Renovation and to Authorize the Mayor and City Clerk to Execute the Change Order
- g) To Authorize the Purchase of Plows, Salt Spreaders and Dump Bodies (Budget Amendment No. 23)
- h) To Extend the Bid for Electrical Supplies
- i) For Award of Bids
 - 1. Carbide Under Scraper Blades
 - 2. Bulk Engine Oil
 - 3. Automotive Body Repair

17) Ordinances

- 12-15 To Amend Chapter 30, Article VI, Sections 202 through 203, 205 through 208, 212 and 216 of the Code of the City of Wyoming (Water Well Restrictions) (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION OF OBJECTION TO TRANSFER OF PROPERTIES NOT SOLD
AT THE 2015 DELINQUENT PROPERTY TAX SALE TO THE CITY OF WYOMING

WHEREAS:

1. Each year the Kent County Treasurer holds a foreclosure sale for delinquent property taxes.
2. Pursuant to MCL 211.78m (6) "...property not sold by the foreclosing governmental unit under this section shall be transferred to the clerk of the city, village, or township in which the property is located" unless the city, village, or township objects in writing to this transfer.
3. The following properties did not sell at the 2015 foreclosure sale:
PP# 41-17-10-308-020/ 2540 Wyoming Ave SW
PP# 41-17-11-129-014/ 2104 Cleveland Ave SW
4. After examining the properties listed above it was determined that the City has no interest in receiving these parcels.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming hereby formally objects to the transfer of these parcels to the City of Wyoming and asks that the county retain possession of these properties.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Property Map

Resolution No. _____

Staff Report

From: Andrea Boot, Treasurer's Office
Date: November 10, 2015
Subject: Objection to Transfer of Properties
Meeting Date: November 16, 2015, City Council Meeting

RECOMMENDATION

After conferring with the City Manager's Office, the Treasurer's Office recommends that the City Council approves the objection to the transfer of properties not sold at the 2015 delinquent property tax sale.

SUSTAINABILITY CRITERIA

Environmental Quality

Does not significantly impact this criterion.

Social Equity

Does not significantly impact this criterion.

Economic Strength

Does not significantly impact this criterion.

DISCUSSION

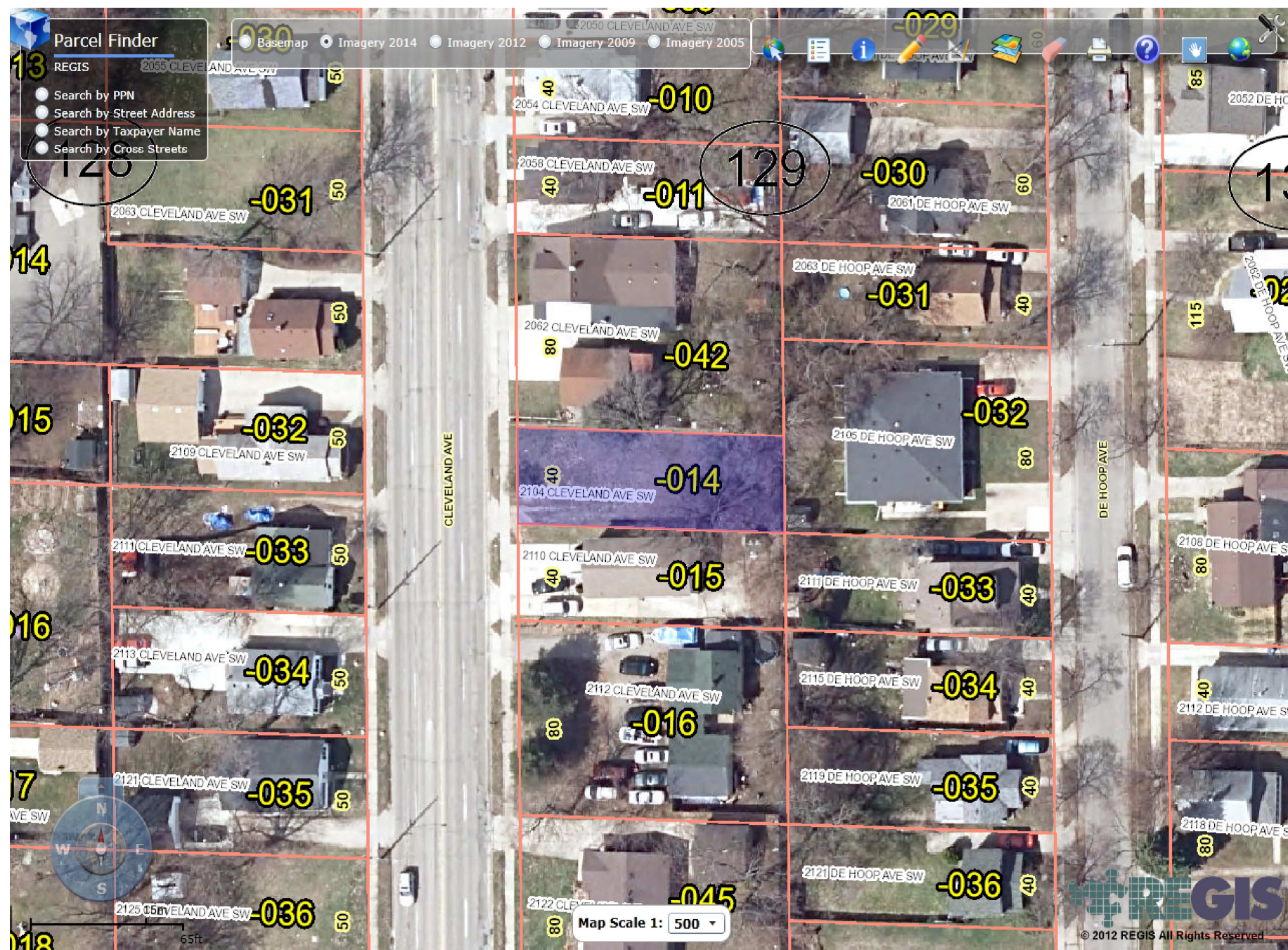
Each year the County Treasurer conducts several auctions to sell properties for delinquent property taxes. Occasionally not all properties sell at these auctions and the statute recognizes that possibility. MCL 211.78m (6) states that "...property not sold by the foreclosing governmental unit under this section shall be transferred to the clerk of the city, village, or township in which the property is located" unless the city, village or township objects in writing to this transfer. In previous years the City has all but once objected to the transfer of these properties, as they are generally parcels that serve no useful purpose, e.g. small or odd shaped residual parcels from splits or other property transactions.

During the 2015 property auction cycle, there are two properties within the City of Wyoming that did not sell at any of the auctions. Parcel number 41-17-10-308-020/ 2540 Wyoming Ave SW is a 20 feet wide parcel, parcel number 41-17-11-129-014/ 2104 Cleveland Ave SW is a 40 feet wide parcel, the aerial maps are attached to this report for your reference. These parcels are not adjacent to any City owned property and owning this parcel would not provide any significant benefit to the City.

BUDGET IMPACT

Since the status of this property would be tax exempt regardless of ownership by the City or by the County, there is no impact on the City's budget.





RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
MICHIGAN TURKEY PRODUCERS
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 273, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 21784 on June 6, 2005.
2. Michigan Turkey Producers has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to a new facility to be acquired and installed within Industrial Development District 273, with an estimated cost of \$9,000,000.00 for real property to be located at 1100 Hall Street SW.
3. Before acting on this application, the City Council held a public hearing on November 16, 2015, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before October 21, 2015, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Michigan Turkey Producers for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 273, to wit:

Address: 1100 Hall Street SW, Wyoming, MI

Tax Parcel No.: 41-17-02-201-009

Legal Description:

PART OF N 1/2 OF SEC COM AT NW COR OF NE 1/4 TH E ALONG N SEC LINE TO W LINE OF FREEMAN AVE / 30 FT WIDE/ TH SLY ALONG W LINE OF SD AVE TO NLY LINE OF CONRAL RR R/W /50 FT WIDE/ TH NWLY ALONG SD RR R/W TO CL OF PLASTER CREEK TH NLY ALONG SD CL TO N SEC LINE TH E TO BEG * SEC 2 T6N R12W 4.99 A.

Address: 1191 Freeman Avenue SW, Grand Rapids, MI 49503

Tax Parcel No.: 41-13-35-300-011

Legal Description:

S 105.0 FT OF W 200.0 FT OF E 263.50 FT OF W 1/2 W 1/2 SE 1/4 * SEC 35 T7N R12W 0.48 A.

Address: 1043 Freeman Avenue SW, Grand Rapids, MI 49503

Tax Parcel No.: 41-13-35-300-013

Legal Description:

PART OF E 1/2 SWFRL 1/4 & PART OF W 1/2 W 1/2 SE 1/4 COM AT S 1/4 COR TH N 89D 18M 35S W ALONG S SEC LINE 76.41 FT TO CL OF PLASTER CREEK TH N 44D 08M 00S W 590.76 TO INT OF CL OF SD CREEK & SELY LINE OF C&O RR R/W TH N 47D 41M 00S E ALONG SELY LINE OF SD RR R/W 333.38 FT TH S 42D 19M 00S E 587.24 FT TH N 80D 21M 08S E 229.28 FT TH N 47D 41M 14S E 276.52 FT TO WLY LINE OF FREEMAN AVE /80 FT WIDE/ TH S 2D 04M 00S E ALONG WLY LINE OF SD AVE 335.0 FT TO N LINE OF S 105 FT OF SE 1/4 TH 90D 00M 00S W ALONG SD N LINE 200.0 FT TO W LINE OF E 263.50 FT OF W 1/2 W 1/2 SE 1/4 TH S 2D 04M 00S E ALONG SD W LINE 105.0 FT TO S SEC LINE TH 90D 00M 00S W ALONG S SEC LINE 400.48 FT TO BEG * SEC 35 T7N R12W 7.39 A.

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of twelve (12) years.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

No

11.16.15
Manager/JS

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: November 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT: IFT Agreement

Resolution No. _____

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of November 16, 2015 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Michigan Turkey Producers, the address of which is 1100 Hall ST SW, Wyoming, MI 49509 (the “Company”).

RECITALS

- A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (“Act 198”), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between the City and the Company.
- C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. The Company filed an application for an Industrial Facilities Tax Abatement pursuant to Act 198 a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- E. Following a public hearing on November 16, 2015, the City Council adopted a resolution to approve the issuance of an industrial facilities exemption certificate for a period of 12 years for the property located at 1100 Hall St SW, in the City (the “Site”) conditional upon the parties entering into this Agreement (the “Tax Abatement”).
- F. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree:

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$9,000,000.00 in improvements to its property in the City and that at least 16 new job(s) will be created at the Site and at least 150 jobs will be retained at the Site as a result of that investment. The Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.
- 2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2018) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained at the Site upon the project’s completion and the actual number of new jobs created and retained at the Site.

- (b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.
 - (c) The estimated project cost stated in the Application and the actual project cost.
4. Upon receipt of the letter provided for in the preceding paragraph:
- (a) The City may either:
 - (1) Apply the criteria in the City's Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Tax Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels at the Site and project costs as stated in the letter, or
 - (2) If the number of new jobs at the Site or the cost of the project is substantially below that stated in the Application, the City Council may recommend revocation of the Tax Abatement.
 - (b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Tax Abatement if:
 - (1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or
 - (2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.
 - (c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.
5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Tax Abatement as granted.
- (a) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations at the Site, or the City determines that the Company has discontinued or substantially curtailed its operations at the Site, or the company no longer employs at the Site the number of employees represented in the Application and in this Agreement:
 - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
 - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.
 - (b) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the Company contends in any appeal taxable value of its property at the Site should be less the Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by the Company under Act 198, any letters filed with the City pursuant to this Agreement, or any other statements made by or on behalf of the Company in applying for or complying with the terms of the Tax Abatement and this Agreement:
 - (1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and
 - (2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(c) In making any decision under the preceding subparagraphs (a) or (b), the City Council shall consider whether:

(1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation at the Site; or

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor intentional, and the City has reasonably received the benefits anticipated from granting the Tax Abatement.

(d) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.

7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

The parties have signed this Agreement as of the date first written above.

CITY OF WYOMING

Michigan Turkey Producers

By: _____
Jack A. Poll, Mayor

By: _____
Dan Lennon, President/CEO

Date signed: _____, 2015

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2015

ET:ET
11/16/2015

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A
PARTNERSHIP AGREEMENT
WITH THE MICHIGAN RECREATION AND PARK ASSOCIATION

WHEREAS:

1. The City desires to partner with Michigan Recreation and Park Association (commonly known as MParks) to provide and enhance health and wellness programming at the Wyoming Senior Center.
2. This partnership provides for a grant of up to \$4,000.00 to the City in support of expenses related to its Wyoming Senior Center Healthy Challenge program, including equipment and informational resources.
3. It is recommended City Council authorize the Mayor and City Clerk to enter into an agreement with the Michigan Recreation and Park Association for the period of June 1, 2015 through October 31, 2016, to provide and enhance health and wellness programming at the Wyoming Senior Center.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into an agreement with the Michigan Recreation and Park Association from June 1, 2015 through October 31, 2016, to provide and enhance health and wellness programming at the Wyoming Senior Center.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 16, 2015.

ATTACHMENTS:
Agreement

Kelli VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: November 9, 2015

Subject: MRPA/MParks Partnership Agreement

From: Eric Tomkins, Recreation Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services
Ann Conklin, Chief Operating Officer, MRPA/MParks

Meeting Date: 11/16/2015

RECOMMENDATION:

It is recommended that the City Council approve the proposed agreement with MRPA/MParks allowing for City of Wyoming to receive a grant of up to \$4,000.00 in reimbursement expenses from MRPA/MParks for the provision of programming at the Wyoming Senior Center (WSC) related to health and wellness programming.

SUSTAINABILITY CRITERIA:

Environmental Quality – Health and wellness for our older adult population is extremely important to the overall health of our community. Population estimates indicate that over 83 million adults in the United States will be 65 years and older by the year 2050, almost doubling the number of adults 65 and over from the United States census figures in 2012 (just over 43 million in 2012).

Social Equity – The WSC provides a variety of program opportunities for community members 50 years of age and older related to health, fitness, leisure pursuits, technology, and creative arts.

Economic Strength – The provision of programming for community members 50 years of age and older via the WSC, greatly enriches the quality of life for these individuals allowing them to stay independent longer and remain active in the community as it relates to employment, home ownership, and consumer spending.

DISCUSSION:

Earlier in 2015, the City of Wyoming Parks and Recreation Department was afforded the opportunity to apply for funding via the Michigan Recreation and Park Association's (now referred to as MParks) partnership with the Michigan Health Endowment Fund to affect the overall health of the older adult population in the state. Utilizing the WSC's current Healthy Challenge program, the \$4,000.00 being awarded to the City of Wyoming will assist us in providing equipment and resources in support of our Healthy Challenge program and its

participants. The grant will also allow the WSC to market the Healthy Challenge program to more individuals.

BUDGET IMPACT:

Expenses shall equal grant revenue. A Council budget amendment is necessary to reflect the grant award and shall be will be developed by the Finance Department for City Council approval. This is a one-time grant award.



Partnership Agreement

This Partnership Agreement (Agreement) by and between the Michigan Recreation and Park Association (MRPA) and Wyoming Parks and Recreation (Partner) for the period from June 1, 2015 to October 31, 2016. The project scope is outlined in Attachment A.

Program Components:

In addition to the components identified in Attachment A, Partner agrees to:

- Send appropriate representatives to training/update meetings as scheduled by MRPA. When necessary, video conferencing may be available.
- Utilize the curriculum and evaluation provided by MRPA. Any exceptions must be approved by MRPA.
- Conduct pre and post fitness level evaluation on all participants with tools provided by MRPA. Any exceptions must be approved by MRPA.
- Complete reporting forms as may be required by MRPA.
- Provide any other information reasonably requested by MRPA.

Program Payment:

MRPA agrees to provide Partner a payment total not to exceed the aggregate amount of \$4,000 including the expense of the supplies ordered in Attachment B. Payment will be processed in two payments with half the aggregate amount processed in each fiscal year. The payments will be issued within 10 business days after receipt of the detailed report of expenses to date and the required progress report. The second payment will be less 10%. The final 10% will be released upon receipt of the required reports. Partner will:

- Submit an invoice detailing the incurred costs under this partnership in the first year by the end of the fiscal year.
- Unless otherwise specified in Attachment A, Partner shall retain ownership of any equipment/materials issued to them by MRPA pursuant to this Agreement.
- Partner must include with the invoice a copy of:
 - Time sheets for any hours included in the partnership.
 - Copies of invoices for any equipment or supplies identified in Attachment B.
 - Progress report on implementation of program on form provided by MRPA.
- Capital equipment and food expenditures will not be reimbursed by MRPA.

Partner agrees that payments received from MRPA shall not be used to influence the outcome of any public election or to carry on any voter registration drive, and are to be used solely for the purpose of developing and administering community fitness - based programs with emphasis on youth, families and seniors. MRPA reserves the right to reject any payment request, or part thereof, which in its sole discretion does not comply with the terms of this Agreement.

Indemnification: The partner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless MRPA, and Michigan Health Endowment Fund (MHEF), and their officers, directors, employees and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney fees) which directly or, indirectly, wholly or partially arise from or in connection with any act or omission of Partner, its employees, or agents in applying for or accepting the program reimbursement in expending or applying the program reimbursement funds, or in carrying out any project supported by the program reimbursement funds except to the extent that such claims, liabilities, losses and expenses arise from or are

related to any act of omission of MRPA or MHEF and their officers, directors, employees or agents.

Changes: The Partner shall immediately notify MRPA about any changes, events or occurrences which significantly affect the ability of the partner to fulfill the activities outlined in this document.

Records and Access to Information: The partner shall maintain records of all activities related to or funded under this Agreement, including but not limited to, financial records, receipts and expenditures relating to the partnership. The partner's books and records shall be made available for MRPA's inspection during normal business hours at the partner's principal place of business for the purpose of making financial audits, verifications or program evaluations as MRPA deems necessary concerning the partnership.

Right to Discontinue Funding: MRPA may terminate this agreement or withhold payment, or both, in its sole discretion, if the partner is unable to carry out the purposes of the grant or fails to meet the terms and conditions of this agreement. If termination or withholding of the payment is being considered by MRPA, the partner will be notified of the non-compliance issues and will have a specified period of time to remediate the non-compliance issues cited by MRPA. Successful remediation will be determined in the sole discretion of MRPA.

Publicity: MRPA and the partner shall each permit the other to include information regarding the partnership, including the MHEF, MRPA and the partner and the purpose of the partnership in each party's periodic public reports, newsletters and news releases. The partner agrees to acknowledge the support of MRPA and MHEF whenever activities funded pursuant to this Agreement are published in any news media. Any proposed publicity that goes beyond the disclosure described in this section shall require the approval of the other party which shall not be unreasonable withheld.

Assignment: The partner shall not transfer or assign responsibility for any obligation of Partner hereunder to another party without the prior written consent of MRPA.

Governing Law: This Agreement shall be construed in accordance with the laws of the State of Michigan.

Complete Agreement: This Agreement constitutes the entire Agreement of the parties as to the subject matter hereof and may not be modified or amended except by written amendment signed by both parties.

PARTNER

Ann Conklein

Date

July 29, 2015

MRPA

Date

APPROVED AS TO FORM:

John Shub



RR:rr
11/16/2015

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A
LEASE AGREEMENT WITH AQUINAS COLLEGE

WHEREAS:

1. Aquinas College has maintained a three year lease agreement for the property located at 1414 Nagel S.W., Wyoming, Michigan, 49509 known as Kimble Field since 2010.
2. Aquinas College desires to renew the lease for an additional three year period, commencing on January 1, 2016 and ending on December 31, 2018.

NOW THEREFORE BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Lease Agreement with Aquinas College.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: November 4, 2015

Subject: Aquinas College Lease Renewal

From: Rebecca Rynbrandt, Director of Community Services

Cc: Terry Bocian, Athletic Director, Aquinas College

Meeting Date: November 16, 2015

RECOMMENDATION: It is recommended that the City Council approve the proposed lease agreement with Aquinas College for the City of Wyoming's Kimble Field for a period of three years beginning January 1, 2016.

SUSTAINABILITY CRITERIA:

Environmental Quality – As the lessee, Aquinas College assumes all expenses related to the facility's care (aeration, over seeding, mowing, miscellaneous turf care, field preparation, etc).

Social Equity – While Aquinas College shall have exclusive rights to its use, with an exception to exclusive use for local school and government use. All use is restricted to non-profit organizational use, including any sub-letting permitted to Aquinas which allows for income to offset their lease and maintenance expenses.

Economic Strength – In 2009, prior to executing our first lease with Aquinas College, the Wyoming Parks and Recreation Department provided 1,059 hours of maintenance manpower to Kimble Field at a value of over \$20,000 in today's dollars. When factoring in equipment fees of over \$6,000 for the year and product cost for stone dust, bases, Turfuss, etc. annual expense for Kimble Field approached \$30,000. By leasing the facility the City of Wyoming reallocates the manpower and cost savings resulting from the lease to other park properties. By maintaining and developing new and creative funding sources, the Parks and Recreation Department continues to provide and expand upon our limited resources to the benefit of our community.

DISCUSSION:

Aquinas College has rented the use of Kimble Field for its baseball team home field and practice facility in excess of 30 years. Since 2010, Aquinas College has leased Kimble Field at an annual rate beginning initially at \$6,000. On January 1, 2013, the lease rate increased to \$6,300. Effective January 1, 2016 the amount shall increase to \$7,000.

Attachment: Lease Agreement

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LEASE

This Lease made this ____ day of _____, 2015, between the City of Wyoming, a Michigan Municipal Corporation of 1155 - 28th Street S.W., Wyoming, Michigan 49509, hereinafter referred to as "Lessor", and Aquinas College, of 1607 Robinson Rd., Grand Rapids, Michigan, 49506, hereinafter referred to as "Lessee", the terms of which are as follows:

1. The property covered by this Lease is located in the City of Wyoming, Kent County, Michigan, and described as follows:

Kimble Field, a baseball stadium, which is a fully enclosed facility by cyclone fencing, a part of Permanent Parcel Numbers 41-17-02-201-002 and 41-17-02-201-004, commonly referred to as 1414 Nagal Avenue, Wyoming, MI 49509, including related press box, scoreboard, lighting, public address system, batting cage, concession, and storage building.

2. The term of this Lease shall be for three years commencing on the 1st day of January, 2016, and ending on the 31st day of December, 2018.

3. The rental for the term of the lease shall be payable in semi-annual installments, the first being due on the 31st day of January, 2016, and the second six months thereafter as follows:

First year: \$7,000 (Payable in two installments, \$3,500 due January 31, and July 31)

Second year: \$7,000 (Payable in two installments, \$3,500 due January 31, and July 31)

Third year: \$7,000 (Payable in two installments, \$3,500 due January 31, and July 31)

4. Lessee shall have exclusive use of the leased premises and all structures located on said premises and said structures shall remain property of the Lessee, except as provided in paragraphs 9, 11, 15, 16 and 17.

5. Lessee shall be responsible for all maintenance and upkeep of the leased premises, except as expressly provided herein. The Lessee shall be responsible for all upkeep to maintain in good repair the structures located at the leased premises including painting, fence repair, etc. The Lessee shall maintain a level and standard of service reflective in all park settings, including but not limited to, parking, landscaping, mowing, trash removal, and sanitary provisions. Lessee shall be responsible for lawn, ball field, seating, and pathway maintenance on the property. Any signage as erected by the Lessee, with the approval of the Lessor, shall be maintained in good repair by the

Lessee.

6. Lessee shall be responsible for trash removal, gas, and sewer/portable toilet service for the leased premises. The Lessor shall be responsible for maintaining the irrigation system, electric and water.

7. Lessee and Lessor will work together in providing a suitable area for storage of equipment within the maintenance shed and concession facility. No such materials shall be kept outdoors in direct visibility of park users.

8. No alcoholic beverages shall be sold, consumed or kept on the premises during the terms of this Lease and violation of this provision shall be sufficient cause for termination thereof.

9. Lessee shall maintain all improvements currently on the premises and all permanent improvements shall become the property of the Lessor upon termination of the lease. No additions to these facilities shall be made without prior written approval of Lessor.

10. The use of the leased premises shall be limited to use for baseball practices, and games, including tournament play with use of accessory concession, press box, storage, and batting cage facilities only. Lessee shall establish safety rules and regulations, which shall be observed and strictly enforced at all times the leased premises are used.

11. The Lessee may permit other 501(c)3 non-profit charitable organizations, public schools, including charter schools, and government organizations to use said premises for the uses described in paragraph 10 for a reasonable fee. Under no circumstances shall lessee enter into an agreement with a for-profit organization for use of these facilities. The Lessee shall assume all liability for any use of the premises by a sublessee.

(a) The Lessee shall consider the size of the use, impact to the neighborhood, including traffic and parking, and frequency of requested uses in making its subletting decisions.

(b) Lessee shall provide an annual report to the Lessor on its subletting activities, including the name and contact information, including phone, street address and email address, of the organization, copy of the organization's IRS non-profit status determination letter, the date(s) of facility use, and the amount paid by the sublessee to Lessee. This report shall be provided 30 days after the calendar year end.

12. Fundraising activities, appropriate to the use of the facility with the sole purpose of raising funds for the Aquinas College's athletic programs shall be permitted with the advance, written approval by the Lessor whose approval shall not be unreasonably withheld. It shall be

considered reasonable for the Lessor to consider the size of the activity, impact to the neighborhood, including traffic and parking, and frequency of requested activities in making its decision. No other use of these facilities shall be allowed without the written approval of Lessor.

13. Lessee shall maintain personal property insurance coverage at its own expense. Lessee shall, at its expense, maintain \$1,000,000 of primary insurance with a \$1,000,000 Umbrella Insurance policy for a total of \$2,000,000 of liability insurance naming Lessor, its officers, agents and employees as additional insured. Lessee shall further indemnify, defend and hold harmless the Lessor, its officers, agents and employees from any and all liability arising out of the use of the leased premises and shall indemnify Lessor for any loss suffered by it, including the costs of defending any suit arising out of Lessee's use and occupation of the premises. Lessee shall provide Lessor with copies of all applicable insurance policies or certificates which shall name Lessor as a certificate holder together with any amendments and/or renewals of said policies.

14. Both the Lessee and Lessor shall have the reasonable right of ingress and egress to the structures located on said premises from Nagel Street S.W. Lessee acknowledges that the Lessor shall have equipment located within leased facilities that shall not be infringed upon.

15. Lessee may have non-exclusive use of the parking area for patrons of Marquette Park and Kimble Field with the following exceptions: Lessee may not use parking area immediately adjacent to the Grand Rapids Rifle and Pistol Club, located within Marquette Park, nor any area signed for restricted use.

16. Lessee shall not transfer or assign this lease without prior written approval of the lessor. Lessee and/or Sublessee agree all terms of this agreement shall be binding on any successor or assign hereto.

17. This Lease shall terminate and the rights and obligations of the parties shall cease in the event of any one of the following:

- (a) The expiration of the term of the Lease;
- (b) Voluntary surrender of the premises by the Lessee;
- (c) Violation of any of the terms and conditions stated herein. In the event of such violation, Lessor shall notify Lessee, and Lessee shall have thirty days to correct said violation if said violation is of a nature that corrective measures may be taken.

Upon termination, Lessee may remove all furniture, maintenance equipment and other property specifically purchased by Lessee related to Lessees activities on the premises (except essential

building fixtures, e.g. lighting fixtures, etc) as provided for in paragraph 9 of this lease.

18. Upon termination of this lease by voluntary surrender of the premises by the Lessee or upon violation of the terms and conditions of this lease not timely corrected by Lessee, the facilities and any improvements shall become the property of Lessor and Lessee shall cooperate in providing any necessary documents to confirm this status, except as provided for in paragraph 16.

19. Lessee shall be responsible for any environmental clean up or other remedy deemed necessary as a result of Lessee's use and operation of the leased premises whether required under city ordinance, state or federal statute or any rule or regulation adopted pursuant to same.

20. Lessee acknowledges that the facilities may not be in full compliance with the standards of the Americans with Disabilities Act (ADA) or any regulations and agrees to defend, indemnify, and hold harmless Lessor, its officers, agents, and employees for any claims arising during use by lessee pursuant to the terms of this lease.

21. Lessee shall at all times maintain its non-profit status under Michigan law. At the request of Lessor, Lessee shall verify its current non-profit status in a manner acceptable to Lessor.

22. All notices required under the terms of this Lease shall be given either in person or by first class mail, postage prepaid, to the required post office address of the respective parties. Notices to Lessor shall be sent to: City Manager, City of Wyoming, 1155 - 28th Street S.W., Wyoming, Michigan 49509. Notices to Lessee shall be sent to: Aquinas College, of 1607 Robinson Rd., Grand Rapids, Michigan, 49506.

23. This Agreement shall be binding upon the heirs, successors and assigns hereto and shall contain the full agreement between the parties, any oral agreements to the contrary notwithstanding. This Agreement may be amended only in writing signed by both parties.

CITY OF WYOMING

Dated: _____

Jack A. Poll
Its Mayor

Dated: _____

Kelli A. VandenBerg
Its City Clerk

Aquinas College

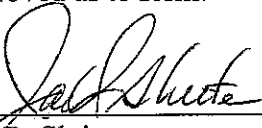
Dated: _____

Len Kogut
Its Vice President for Finance

Dated: _____

Terry Bocian
Its Director of Athletics

Approved as to form:



Jack R. Sluiter
Wyoming City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE
DIRECTOR OF INFORMATION TECHNOLOGY

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Director of Information Technology.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Director of Information Technology.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 16, 2015.

ATTACHMENTS:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING
EMPLOYMENT AGREEMENT –
DIRECTOR OF INFORMATION TECHNOLOGY

THIS AGREEMENT between Wayne Patrick Firestone, 2343 Timberlane Ave, Muskegeon, MI 49445 (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

1. TERM. The City hereby employs the Employee as Director of Information Technology. This appointment shall be effective January 11, 2016. The Employee understands that as Director of Information Technology, he serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time, as provided by the City Charter and City Code.

2. PERFORMANCE. The Employee agrees to perform the duties of Director of Information Technology in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City, and the laws of the State of Michigan. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the City Manager.

3. SERVICE DATE. The Employee’s date of service with the City shall be May 8, 1997. The Employee shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. COMPENSATION. The Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code. The salary shall be paid in accordance with City payroll procedures.

5. BENEFITS. The Employee shall be provided the same health insurance, health insurance opt-out, pension, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated herein. Benefits shall be based on a hire date of May 8, 1997. The Employee shall contribute 20% of the premium cost for health insurance as an active employee. The health insurance premium shall be based on the premium recommended by the City's insurer or, if applicable, third-party administrator.

6. TERMINATION. This Agreement and the Employee's employment pursuant to it may be terminated as follows:

a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least thirty (30) days prior to its effective date. If the Employee fails to do so, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance,

malfeasance, or nonfeasance in the Employee's position; 3) engaged in criminal misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and the City-owned personal property, records, documents, and other items in the Employee's possession.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.

7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable, or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

9. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

10. ASSIGNMENT. Neither party may assign its rights, duties, or interests in this Agreement without the prior written consent of the other party.

11. JURISDICTION AND VENUE. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state court in Kent County, Michigan.

12. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogates, successors, and assigns.

13. RETURN OF CITY PROPERTY. The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

14. SHORTENED LIMITATIONS PERIOD. The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or

(ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

Dated: _____

Wayne Patrick Firestone
Director of Information Technology

11/16/15

Clean Water Plant/ME/KSH

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER #3 FOR THE CLEAN WATER PLANT
LABORATORY RENOVATION PROJECT AND TO AUTHORIZE THE MAYOR AND
CITY CLERK TO EXECUTE THE CHANGE ORDER

WHEREAS:

1. On August 18, 2014, City Council awarded the bid for the Clean Water Plant Laboratory Renovation Project via Resolution #24889 to Owen-Ames-Kimball in the amount of \$1,185,675.
2. On October 20, 2014, City Council approved Resolution #24945 authorizing changes to the project in the total amount of \$17,143.00 (Change Order #1).
3. On November 3, 2014, City Council approved Resolution #24953 authorizing changes to the project in the total amount of \$22,478.00 (Change Order #2).
4. As detailed in the attached Staff Report, changes to the flooring, painting, plumbing, electrical, and HVAC are required in the total amount of \$10,454.00.
5. Funds are available in the Sewer Fund Capital Outlay Plant Expansion Phase 2 Account #590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve Change Order #3 for the Clean Water Plant Laboratory Renovation Project in the total amount of \$10,454.00.
2. The Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the Change Order.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 16, 2015.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Change Order #3

Pay Application #7

Resolution No. _____

Staff Report

Date: November 3, 2015

Subject: CWP Lab Renovation Project Change Order #3

From: Myron Erickson, PE, Deputy Director of Public Works

Meeting Date: November 16, 2015

Recommendation:

I recommend that City Council approve the attached change order to the existing contract for the renovation of the Clean Water Plant laboratory. The amount of the Change Order is \$10,454, which completes this project, and requires the Mayor's and City Clerk's signatures since it modifies an original contract signed by them.

Sustainability Criteria:

Environmental Quality – There is no impact on Environmental Quality with the approval of this change order request.

Social Equity – There is no impact on Social Equity with the approval of this change order request.

Economic Strength – The additional cost of these changes completes this project in the most aesthetically pleasing and functional manner. These changes will allow the Clean Water Plant Lab staff to continue to perform high quality lab work in a modern, updated lab setting.

Discussion:

This is the third and final change order to the construction contract and covers details related to electrical, flooring, and other workplace items that complete the project in the best and most efficient manner. The affected items include:

- Changing the flooring option for an elevator and closet from carpeting to laminate
- Additional painting of doors and trim in the office area that best completes the overall quality and appearance of the workplace
- Plumbing work associated with better drainage for a newly installed eyewash station
- Electrical work associated with code requirements
- HVAC work associated with exhaust fans

Budget Impact:

The added cost for the items covered by this change order is \$10,454. Sufficient funds exist in the Sewer Fund Capital Outlay Plant Expansion Phase 2 Account # 590-590-54400-986.444.



PCCOR #003

Owen-Ames-Kimball Co.
300 Ionia NW
Grand Rapids, Michigan 49503
Phone: 616-456-1521
Fax: 616-458-0770

Project: 13288 - Wyoming Clean Water Plant Lab Renovations
2350 Ivanrest
Wyoming, Michigan 49418

Prime Contract Change Order Request #003: CCD's 11, 12, 13, 15 thru 22

TO:	City of Wyoming Wyoming City Hall - 1155 28th St SW Wyoming Michigan, 49509-0905	FROM:	Owen-Ames-Kimball Co. 300 Ionia NW Grand Rapids Michigan, 49503
CHANGE ORDER REQUEST NUMBER / REVISION:	003 / 0	PRIME CONTRACT CHANGE ORDER:	#003 - CCD's 11, 12, 13, 15 thru 22
STATUS:	Pending - In Review	CREATED BY:	Jim Hathaway (Owen-Ames-Kimball Co.)
SCHEDULE IMPACT:		DATE CREATED:	10/25/2015
		TOTAL AMOUNT:	\$10,454.00

CHANGE ORDER REQUEST TITLE: CCD's 11, 12, 13, 15 thru 22

CHANGE ORDER REQUEST DESCRIPTION:

CCD's 11, 12, 13, 15 thru 22.
See attached summary of CCD's

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
006	City of Wyoming	CCD's 11, 12, 13, 15 thru 22		\$10,454.00
Total:				\$10,454.00

CHANGE ORDER REQUEST LINE ITEMS:

PCO: 006

#	Cost Code	Description	Type	Amount
1		CCD's - See Attached CCD Summary	Other	\$10,454.00
Subtotal:				\$10,454.00
Grand Total:				\$10,454.00

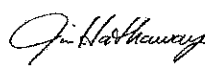
Daniel Bode (The Architectural Group)
3100 Prairie SW
Grandville Michigan 49418

City of Wyoming
Wyoming City Hall - 1155 28th St SW
Wyoming Michigan 49509-0905

Owen-Ames-Kimball Co.
300 Ionia NW
Grand Rapids Michigan 49503


SIGNATURE
11-4-15
DATE

SIGNATURE
DATE


SIGNATURE
DATE

PROJECT: Wyoming Clean Water Plant Lab Renovations

LOCATION: Wyoming, Michigan

ARCH/ENG.: The Architectural Group

DESCRIPTION	Change Order Req #	APPROVED AMTS CO #1	APPROVED AMTS CO #2	PENDING CHANGE ORDER #3 amts
Bulletin #1	COR #01	\$ 1,719		
Bulletin #2	COR #02		\$ 17,443	
Square D Gear	COR #01	\$ 2,733		
CCD 1 - Rework rooms 116,117	COR #01	\$ 5,810		
CCD 2 - Sheet Vinyl Floors	COR #01	\$ 1,830		
CCD 3 - Nitrogen & Comp Air	COR #02		\$ 1,516	
CCD 4 - SS Corner Guards	COR #01	\$ 445		
CCD 5 - Wrap Column	COR #01	\$ 275		
CCD 6 - Closet Doors	COR #01	\$ 789		
CCD 7 - Flask Scrubber Hook-Up	COR #01	\$ 3,542		
CCD 8 - Window Sills		void		
CCD 8 - 240V Breakers Panel LP-14	COR #02		\$ 1,836	
CCD 9 - S-3 Faucet Revision	COR #02		\$ 1,683	
CCD 11 - Paint Doors & trim 1st floor				\$ 821
CCD 12 - Vinyl Flooring Elevator				\$ 429
CCD 13 - Power for EF's from MCC 13				\$ 2,107
CCD 14 - Void				void
CCD 15 - Power to ICP, Relocate Micro				\$ 227
CCD 16 - EW-1 Revised to deck mount				\$ 690
CCD 17 - RO loop to TKN Hood				\$ 1,800
CCD 18 - Upgrade Tile @ Locker Rm				\$ 439
CCD 19 - Backflow @ RO Skid				\$ 2,031
CCD 20 - RFI 14 vents @ cabinets				\$ 1,289
CCD 21 - GFCI @ Hood EP Receptacles				\$ 499
CCD 22 - Add OC in Ceiling 1st flr				\$ 122
	TOTALS:	\$ 17,143	\$ 22,478	\$ 10,454
		CO #01	CO #2	

12/6-



Owen-Ames-Kimball Co.
300 Ionia NW
Grand Rapids, Michigan 49503
616-456-1521

Printed on Sun Oct 25, 2015 at 09:29 pm EDT
Job #: 13288 Wyoming Clean Water Plant Lab Renovations
2350 Ivanrest
Wyoming Michigan. 49418

CO #03 CCDs

#	Rev	Title	Created Date	Due Date	Assigned To	Assignee's Response	Status	Cost Impact	Change Order
11	0	Paint additional doors & trim	12/16/14 at 11:03 am		Jim Hathaway	Pending	CO #03	\$821.00	
12	0	Flooring - Elevator & 2nd Floor Closet	12/16/14 at 11:06 am		Jim Hathaway	Pending	CO #03	\$429.00	
13	0	Power for Exhaust Fans EF-1 & EF-2 From MCC-13	12/23/14 at 02:52 pm		Jim Hathaway	Pending	CO #03	\$2,107.00	
15	0	Manual Motor Starter to Exist EF for the ICP	01/14/15 at 02:10 pm		Jim Hathaway	Pending	CO #03	\$227.00	
16	0	Eyewash EW-1 - Revise to Deck Mount Fixtures	01/26/15 at 10:03 am		Jim Hathaway	Pending	CO #03	\$690.00	
17	0	Provide RO Water & Faucet to TKN Hood	01/26/15 at 10:36 am		Jim Hathaway	Pending	CO #03	\$1,800.00	
18	0	Upgrade Ceiling Tile Women's Locker Room	01/26/15 at 11:31 am		Jim Hathaway	Pending	CO #03	\$439.00	
19	0	Backflow Preventor @ RO Sld - Bulletin 3 & RFI #13	01/26/15 at 11:40 am		Jim Hathaway	Pending	CO #03	\$2,031.00	
20	0	RFI #14 - Revised Materials for Venting Flammable Cabinets to Galvanized Thd Pipe.	01/26/15 at 12:25 pm		Jim Hathaway	Pending	CO #03	\$1,289.00	
21	0	GFCI Breakers (4) for EP Hood Receptacles	01/27/15 at 08:46 am		Jim Hathaway	Pending	CO #03	\$499.00	
22	0	Move Wall Switch Adjacent to Carbon Method Hood to East Side of Door	01/27/15 at 08:54 am		Jim Hathaway	Pending	CO #03	\$122.00	
								\$10,451.00	

APPLICATION AND CERTIFICATE FOR PAYMENT

To (Owner): City of Wyoming Wyoming City Hall 1166 28th St SW Wyoming MI 49509		Project: City of Wyoming Wyoming Clean Water Plant Laboratory Renovations	Application No.: 7 Invoice No.: 32887
From: Owen Ames Kimball Co 300 Ionia Ave NW Grand Rapids MI 49503		Job Number: 19288	Period To: 10/31/16 Application Date: 11/02/16
Contract for: General Contracting		VIA (Architect): Daniel Bode The Architectural Group 3100 Prairie St SW Grandville MI 49418	Purchase Order No.: 2015-00000284 Contract Date: 8/18/2014

General Contractor's Application for Payment

Change order Summary		
Change orders approved in previous months by owner:	Additions	Deductions
Totals thru GO #002	39,621.00	-
Pending CO # 003	10,454.00	-
Totals:	50,075.00	-
Net change by change orders:	50,075.00	-

The undersigned General Contractor certifies that to the best of its knowledge, information, and belief, the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the General Contractor issued and payments received from the owner, and that current payment shown herein is now due.

Application is made for payment, as shown below, in connection with the contract. Continuation sheet is attached.

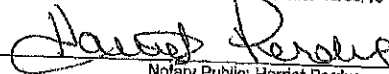
1	Original Contract Sum.....	\$ 1,185,675.00
2	Net Change by Change Orders.....	60,075.00
3	Contract Sum to Date.....	1,235,750.00
4	Total Completed & Stored (Column G on the Attached)	1,235,750.00
5	Retainage:	
	a. 5% of Completed Work (except Farnell)	-
	b. 10% of Farnell Equipment	-
	b. 10% of Stored Material	-
	Total Retainage:	-
6	Total Earned Less Retainage..... (Line 4 less line 5 total)	1,235,750.00
7	Less Previous Certificates for Payment..... (Line 6 from prior certificate)	1,225,295.00
8	CURRENT PAYMENT DUE.....	\$ 10,454.00

GENERAL CONTRACTOR: Owen Ames Kimball Co

By: 
 John C. LaBarge Jr, Treasurer

Date: 10/30/16

State of: Michigan County of: Kent
 Subscribed and sworn to me before this: 10/30/16


 Notary Public: Harriet Perdus
 My Commission expires: 09/28/17

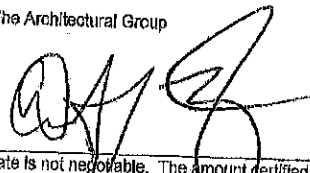
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the data comprising the above application, the Architect certifies to the owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the General Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 10,454.00

(Attach explanation if amount certified differs from the amount applied for.)

Architect: The Architectural Group



This certificate is not negotiable. The amount certified is payable only to the General Contractor named herein. Issuance, payment and acceptance of payment are without

*originals
sent to Rhonda*

Project: Wyoming Clean Water Plant
Laboratory Renovations
Job No: 13288

Application Number: 7
Period To: 10/31/16
Application Date: 11/02/15

Description	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Total Completed & Stored To Date	%	Balance to Finish	Retainage
B	C	D	E	F	G		H	I
Permits, Bonds, Insurance	23,800.00	23,800.00	0.00	0.00	23,800.00	100.0%	0.00	0.00
General Conditions	97,407.00	97,407.00	0.00	0.00	97,407.00	100.0%	0.00	0.00
Interior Demolition	14,000.00	14,000.00	0.00	0.00	14,000.00	100.0%	0.00	0.00
Structural Steel Installed	12,800.00	12,800.00	0.00	0.00	12,800.00	100.0%	0.00	0.00
Architectural Millwork	3,850.00	3,850.00	0.00	0.00	3,850.00	100.0%	0.00	0.00
General Trades, Carpentry & Misc. Labor	8,700.00	8,700.00	0.00	0.00	8,700.00	100.0%	0.00	0.00
Roofing	10,500.00	10,500.00	0.00	0.00	10,500.00	100.0%	0.00	0.00
Joint Sealants	500.00	500.00	0.00	0.00	500.00	100.0%	0.00	0.00
Doors & Frames	5,300.00	5,300.00	0.00	0.00	5,300.00	100.0%	0.00	0.00
Finish Hardware Allowance	5,500.00	5,500.00	0.00	0.00	5,500.00	100.0%	0.00	0.00
Glass & Glazing	2,800.00	2,800.00	0.00	0.00	2,800.00	100.0%	0.00	0.00
LPDA	52,400.00	52,400.00	0.00	0.00	52,400.00	100.0%	0.00	0.00
Flooring	57,700.00	57,700.00	0.00	0.00	57,700.00	100.0%	0.00	0.00
Painting	9,700.00	9,700.00	0.00	0.00	9,700.00	100.0%	0.00	0.00
Bath Accessories	500.00	500.00	0.00	0.00	500.00	100.0%	0.00	0.00
Electrical Conditions	9,820.00	9,820.00	0.00	0.00	9,820.00	100.0%	0.00	0.00
Drawings & Submittals	134,300.00	134,300.00	0.00	0.00	134,300.00	100.0%	0.00	0.00
Casework & Cabinets	79,200.00	79,200.00	0.00	0.00	79,200.00	100.0%	0.00	0.00
Fume Hoods	18,000.00	18,000.00	0.00	0.00	18,000.00	100.0%	0.00	0.00
Installation	20,500.00	20,500.00	0.00	0.00	20,500.00	100.0%	0.00	0.00
Alternative Mechanical	21,450.00	21,450.00	0.00	0.00	21,450.00	100.0%	0.00	0.00
General Conditions, Permits, Supervision	38,950.00	38,950.00	0.00	0.00	38,950.00	100.0%	0.00	0.00
Demolition Mechanical	263,500.00	263,500.00	0.00	0.00	263,500.00	100.0%	0.00	0.00
Rough-In	15,400.00	15,400.00	0.00	0.00	15,400.00	100.0%	0.00	0.00
Equipment & Install	120,750.00	120,750.00	0.00	0.00	120,750.00	100.0%	0.00	0.00
Plumbing Fixtures & Install	23,200.00	23,200.00	0.00	0.00	23,200.00	100.0%	0.00	0.00
Ductwork/Sheetmetal	16,800.00	16,800.00	0.00	0.00	16,800.00	100.0%	0.00	0.00
Temp Controls & Test Balance	26,598.00	26,598.00	0.00	0.00	26,598.00	100.0%	0.00	0.00
Insulation	3,300.00	3,300.00	0.00	0.00	3,300.00	100.0%	0.00	0.00
Filers RO System (Allowance)	6,900.00	6,900.00	0.00	0.00	6,900.00	100.0%	0.00	0.00
Electrical Conditions	15,250.00	15,250.00	0.00	0.00	15,250.00	100.0%	0.00	0.00
General Conditions, Permits	10,500.00	10,500.00	0.00	0.00	10,500.00	100.0%	0.00	0.00
Demolition Electrical	10,500.00	10,500.00	0.00	0.00	10,500.00	100.0%	0.00	0.00
Conduit & Wiring	42,000.00	42,000.00	0.00	0.00	42,000.00	100.0%	0.00	0.00
Service Equipment Wiring	3,500.00	3,500.00	0.00	0.00	3,500.00	100.0%	0.00	0.00
Devices and Electrical Equip Finishes	1,719.00	1,719.00	0.00	0.00	1,719.00	100.0%	0.00	0.00
Lights & Installation	2,733.00	2,733.00	0.00	0.00	2,733.00	100.0%	0.00	0.00
Plenum Cable Wrap Allowance	5,810.00	5,810.00	0.00	0.00	5,810.00	100.0%	0.00	0.00
Change Order #001: Building #01	1,830.00	1,830.00	0.00	0.00	1,830.00	100.0%	0.00	0.00
Change Order #001: Electrical Panels - Model Cabinets - Furniture	445.00	445.00	0.00	0.00	445.00	100.0%	0.00	0.00
Change Order #001: COB #1: Rework Rms 10 & 11	275.00	275.00	0.00	0.00	275.00	100.0%	0.00	0.00
Change Order #001: COB #2: Flooring Change	789.00	789.00	0.00	0.00	789.00	100.0%	0.00	0.00
Change Order #001: COB #3: SS Corner Guards	3,542.00	3,542.00	0.00	0.00	3,542.00	100.0%	0.00	0.00
Change Order #001: COB #4: Wire Column 12H 205	17,443.00	17,443.00	0.00	0.00	17,443.00	100.0%	0.00	0.00
Change Order #001: COB #5: Floor Damage Rm 206								
Change Order #001: COB #7: Pass Scaffolding Components								
Change Order #002: Building #02								

Project: Wyoming Clean Water Plant
Laboratory Renovations
Job No: 13288

Application Number: 7
Period To: 10/31/16
Application Date: 11/02/16

Description	Scheduled Value	Previous Application	This Period	Materials Presently Stored	Total Completed & Stored To Date	%	Balance to Finish	Retainage
B	C	D	E	F	G		H	I
Change Order #002, C.O.D. #3 - Microphen 3 Compressed Air Lines	1,516.00	1,516.00	0.00	0.00	1,516.00	100.0%	0.00	0.00
Change Order #002, C.O.D. #3 - Added 240V Breakers & Lines in L.P.H.	1,838.00	1,838.00	0.00	0.00	1,838.00	100.0%	0.00	0.00
Change Order #002, C.O.D. #3 - 8-8 Faucets & Vacuum Box Revisions	1,683.00	1,683.00	0.00	0.00	1,683.00	100.0%	0.00	0.00
Change Order #003, C.O.D. #1 - Paint Booth & Mini	821.00	0.00	821.00	0.00	821.00	100.0%	0.00	0.00
Change Order #003, C.O.D. #2 - Flooring Elevator & 2nd Floor	429.00	0.00	429.00	0.00	429.00	100.0%	0.00	0.00
Change Order #003, C.O.D. #3 - Power for Exhaust Fans	2,107.00	0.00	2,107.00	0.00	2,107.00	100.0%	0.00	0.00
Change Order #003, C.O.D. #6 - Manual Motor Starter	227.00	0.00	227.00	0.00	227.00	100.0%	0.00	0.00
Change Order #003, C.O.D. #6 - New Main E.V.	690.00	0.00	690.00	0.00	690.00	100.0%	0.00	0.00
Change Order #003, C.O.D. #7 - Provide Water & Faucets to JCN Hood	1,800.00	0.00	1,800.00	0.00	1,800.00	100.0%	0.00	0.00
Change Order #003, C.O.D. #8 - Upgrade Ceiling Tile Woman's Locker Rm	439.00	0.00	439.00	0.00	439.00	100.0%	0.00	0.00
Change Order #003, C.O.D. #9 - Backflow Preventer	2,031.00	0.00	2,031.00	0.00	2,031.00	100.0%	0.00	0.00
Change Order #003, C.O.D. #20 - RFI #44 Revised Materials for Venting	1,289.00	0.00	1,289.00	0.00	1,289.00	100.0%	0.00	0.00
Change Order #003, C.O.D. #21 - Grid Breakers for EP Hood Receptacles	499.00	0.00	499.00	0.00	499.00	100.0%	0.00	0.00
Change Order #003, C.O.D. #22 - Move Wall Switch	122.00	0.00	122.00	0.00	122.00	100.0%	0.00	0.00
GRAND TOTAL	1,235,750.00	1,225,288.00	10,454.00	0.00	1,235,750.00	100.0%	0.00	0.00

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
PLOWS, SALT SPREADERS AND DUMP BODIES

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City purchase plows, salt spreaders and dump bodies from Arista Truck Systems using the National Joint Powers Alliance (NJPA) contract prices in the total amount of \$200,829.00.
2. Funds for the purchase will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the plows, salt spreaders and dump bodies from Arista Truck Systems using the NJPA contract prices in the total amount of \$200,829.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 16, 2015.

ATTACHMENTS:

Staff Report

NJPA Worksheet

Budget Amendment

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

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STAFF REPORT

DATE: November 2, 2015

SUBJECT: Purchase of Plows, Salt Spreaders and Dump Bodies

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: November 16, 2015

RECOMMENDATION

It is recommended that the City Council authorize the purchase of plows, salt spreaders and dump bodies from Arista Truck Systems, in the amount of \$200,829.00 using the National Joint Powers Alliance contract pricing to equip the last two plow/dump trucks chassis awarded on October 19, 2015.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public health and welfare. Equipment purchased should reduce the City's salt usage and potential environmental impacts.

Social Equity

This equipment is used to maintain various infrastructure and facilities within our community, without regard to income level or socio economic status.

Economic Strength

The proposed equipment purchase provides staff with higher quality equipment and better warranty programs, reducing equipment maintenance costs and down time. This equipment will allow staff to maintain City infrastructure in an effective and efficient manner. The National Joint Powers Alliance membership additionally allows the City to purchase equipment at reduced prices.

DISCUSSION

The City uses a wide variety of equipment to maintain the city's infrastructure. As our current fleet ages and is at the end of its life cycle, we will replace equipment to improve work force efficiency and reduce equipment repair and maintenance costs. The proposed equipment purchase includes a modern salt spreader which will allow staff to more effectively apply salt and allow for potential liquid (brine) application.

It is recommend that the City Council award the purchase of plows, salt spreaders and dump bodies, to equip the two replacement dump truck chassis approved at the October 19, 2015 City Council meeting, to be purchased through and installed by Arista Truck Systems, utilizing the National Joint Powers Alliance of which we are a member (number 33739). Whenever possible, Fleet Services utilizes cooperative purchasing agreements such as the National Joint Powers Alliance to purchase equipment at reduced prices.

BUDGET IMPACT

The attached Budget Amendment will be necessary for the purchase of the plows, salt spreaders and dump bodies.

Under Body Scraper System



Wing Plow



Salt Spreader Insert



Dump Box





Please provide this recap page along with the individual product worksheet(s) when submitting your purchase order.

City of Wyoming

Product ID	Product Description	List Cost (Each Unit)	Unit Quantity	List Cost (Total)	Discount Type	Net Each	Extended Total (Net)
Order Total (Net)		\$200,829					

CITY OF WYOMING BUDGET AMENDMENT

Date: November 16, 2015

Budget Amendment No. 023

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$250,000 of additional budgetary authority for winter maintenance equipment.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Motor Pool - Depreciation Res Fund</u>				
Public Works - Capital Outlay Depr and Resrve - Capital Outlay Equipment				
662-441-58500-987.000	160,505.00	250,000.00		410,505.00
Fund Balance/Working Capital (Fund 662)	-	250,000.00		

Recommended:

Accountant

City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2015-2016 be amended by adoption of the foregoing
budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
ELECTRICAL SUPPLIES

WHEREAS:

1. As detailed in the attached Staff Report, Kendall Electric has offered to extend their current bid pricing for electrical supplies through December 31, 2016.
2. Electrical supplies are purchased on an as-needed basis throughout the year and are charged to various departmental accounts with the appropriate account being charged at the time of purchase.
3. It is estimated the City will spend approximately \$105,000.00 for electrical supplies.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby authorize acceptance of the proposal from Kendall Electrical extending the bid for electrical supplies through December 31, 2016.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 16, 2015.

ATTACHMENTS:

Staff Report

Proposal

Tabulation Sheet

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

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Staff Report

Date: October 30, 2015

Subject: Electrical Supplies Purchase Contract

From: Tom Wilson, Maintenance Supervisor

Meeting Date: November 16, 2015

RECOMMENDATION:

The current purchase contract for electrical supplies expires on December 31st, 2015. It is my recommendation that the City renew its purchase agreement with Kendall Electric through December 31, 2016. Kendall Electric has proven to be an excellent supplier that provides an excellent product at a competitive price.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and well working condition. Being able to buy electrical items locally, with shorter delivery runs, lessens the environmental impact of longer distance deliveries. Kendall Electric, an Energy Star Partner, has been able to competently provide us with items needed to optimize efficiency and to minimize kilowatt usage.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Plant. Kendall Electric is a certified Government Sales Division representative and is authorized to provide solutions and product fulfillment through their awarded **supplyFORCE**TM GSA Schedule. **supplyFORCE**TM is an entity which has convenient access to all the various leading brands concerned with the manufacturing of electrical products. With this wide network, **supplyFORCE**TM aims at providing a broad range of services that help us manage our Maintenance Department more effectively and efficiently. In addition, Kendall Electric has held the line on pricing for the past two years.

DISCUSSION:

In November of 2014, nineteen invitations to bid on typical electrical supplies were sent to prospective bidders. In response, the City received bids from three companies, Kendall Electric, All Phase Electric and Wesco Distribution. As shown on the attached tabulation sheet Kendall Electric submitted the low bid for the majority of items bid.

Kendall Electric has proven to be an excellent supplier that provides an excellent product at a competitive price. Kendall has also been very responsive in the areas of repair and in assisting in searching out new products.

BUDGET IMPACT:

The Clean Water Plant anticipates spending approximately \$38,000.00 on the purchase of electrical supplies this coming year and combining with the electrical supplies purchased by other departments it is anticipated the City as a whole will spend approximately \$105,000.00.

Purchases of electrical supplies will be charged to the appropriate account at the time of purchase.



KENDALL
ELECTRIC

A MEMBER OF THE KENDALL GROUP

WE OWN IT™

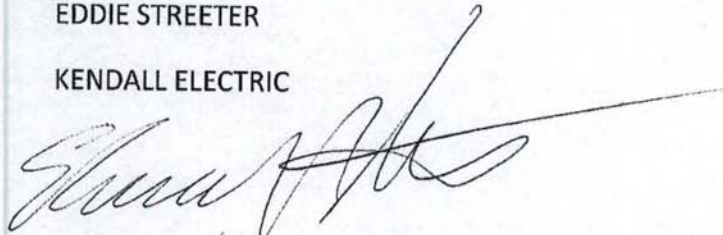
10/28/2015

KENDALL ELECTRIC WOULD LIKE TO OFFER TO EXTEND OUR NOVEMBER 18, 2014 BID
PRICING FOR ELECTRICAL SUPPLIES THROUGH DECEMBER 31, 2016

SINCERELY,

EDDIE STREETER

KENDALL ELECTRIC


10/28/15

4525 44th Street SE
Grand Rapids, MI 49512
Phone: 616.459.8327
Toll Free: 800.968.9880
Fax: 269.940.2868

kendallelectric.com

ON ELECTRICAL SUPPLIES

All bid prices reduce to net.

ALL PHASE GRAND RAPIDS					KENDALL ELECTRIC SUPPLY				WESCO DISTRIBUTION			
DESCRIPTION	"X" Pricing Firm for 1 Year	RELEA SE QTY. EACH	UNIT COST	Total (converted 1% 10th Net 30)	"X" Pricing Firm for 1 Year	RELEA SE QTY. EACH	UNIT COST	TOTAL (converte d to 1% 10 Days Net 30)	"X" Pricing Firm for 1 Year	RELEA SE QTY. EACH	UNIT COST	TOTAL (converte d to 2% 10 Days Net 30)
GROUP I - CONDUIT NIPPLES												
1/2" x 2"		100	\$52.94	\$52.41		100	\$50.00	\$49.50	X	100	\$0.707	\$69.29
1/2" x 3"		100	\$56.47	\$55.91		100	\$58.00	\$57.42	X	100	\$0.827	\$81.05
1/2" x 4"		100	\$64.71	\$64.06		100	\$68.00	\$67.32	X	100	\$0.980	\$96.04
1/2" x 5"		100	\$82.35	\$81.53		100	\$77.00	\$76.23	X	100	\$1.098	\$ 107.60
3/4" x 2"		100	\$58.82	\$58.23		100	\$55.00	\$54.45	X	100	\$0.796	\$78.01
3/4" x 3"		100	\$70.59	\$69.88		100	\$67.00	\$66.33	X	100	\$0.966	\$94.67
3/4" x 4"		100	\$87.06	\$86.19		100	\$80.00	\$79.20	X	100	\$1.185	\$ 116.13
3/4" x 5"		100	\$102.35	\$101.33		100	\$92.00	\$91.08	X	100	\$1.315	\$ 128.87
1" x 2"		50	\$82.35	\$40.76		50	\$78.00	\$38.61	X	50	\$1.111	\$54.44
1" x 3"		50	\$100.00	\$49.50		50	\$94.00	\$46.53	X	50	\$1.346	\$65.95
1" x 4"		50	\$111.76	\$55.32		50	\$115.00	\$56.93	X	50	\$1.639	\$80.31
1" x 5"		50	\$135.29	\$66.97		50	\$130.00	\$64.35	X	50	\$1.857	\$90.99
TOTAL OF GROUP I				\$782.09				\$747.95				\$1,063.35
GROUP II - LOCKNUTS												
1/2"	X	100	\$20.67	\$20.46	X	100	\$13.00	\$12.87	X	100	\$0.585	\$57.32
3/4"	X	100	\$34.81	\$34.46	X	100	\$12.00	\$11.88	X	100	\$0.644	\$63.13
1"	X	100	\$54.13	\$53.59	X	100	\$42.00	\$41.58	X	100	\$0.932	\$91.29
TOTAL OF GROUP II				\$108.51				\$66.33				\$ 211.74
GROUP III - INSULATING BUSHINGS												
1/2"	X	100	\$40.76	\$40.35	X	100	\$11.00	\$10.89	X	100	\$4.800	\$ 470.40
3/4"	X	100	\$52.37	\$51.85	X	100	\$18.00	\$17.82	X	100	\$6.130	\$ 600.74
1"	X	100	\$78.54	\$77.75	X	100	\$28.00	\$27.72	X	100	\$8.310	\$ 814.38
TOTAL OF GROUP III				\$169.95				\$56.43				\$1,885.52
GROUP IV - REDUCING BUSHINGS												
3/4" to 1/2"	X	100	\$111.39	\$110.28	X	100	\$37.00	\$36.63	X	100	\$1.037	\$ 101.63
1" to 3/4"	X	100	\$172.98	\$171.25	X	100	\$63.00	\$62.37	X	100	\$1.611	\$ 157.88
1-1/4" to 1"	X	100	\$367.84	\$364.16	X	100	\$148.00	\$146.52	X	100	\$3.427	\$ 335.85
1-1/2" to 1-1/4"	X	100	\$460.40	\$455.80	X	100	\$195.00	\$193.05	X	100	\$4.289	\$ 420.32
TOTAL OF GROUP IV				\$1,101.48				\$438.57				\$1,015.67
GROUP V - HANDI BOX BOXES - DEEP												
1/2" Knock Out	X	50	\$79.09	\$39.15	X	50	\$341.00	\$168.80	X	50	\$1.280	\$62.72
3/4" Knock Out	X	50	\$549.35	\$271.93					X	50	\$1.280	\$62.72
Cover Blank	X	50	\$24.21	\$11.98	X	50	\$18.00	\$ 8.91	X	50	\$0.650	\$31.85
Covers Duplex	X	50	\$26.32	\$13.03	X	50	\$19.00	\$ 9.41	X	50	\$5.920	\$ 290.08
Cover Switch	X	50	\$19.61	\$ 9.71	X	50	\$17.00	\$ 8.42	X	50	\$13.960	\$ 684.04
TOTAL OF GROUP				\$345.80				\$195.53				\$1,131.41
GROUP VI - LIQUID TITE FLEX CONDUIT - METAL												

1/2"		100 Ft.	\$63.75	\$63.11		X	100 Ft.	\$49.00	\$48.51		X	100 Ft.	\$108.680	\$ 106.51
3/4"		100 Ft.	\$86.99	\$86.12		X	100 Ft.	\$63.00	\$62.37		X	100 Ft.	\$140.790	\$ 137.97
TOTAL OF GROUP VI				\$149.23					\$110.88					\$ 244.48
GROUP VII - LIQUID TITE FITTINGS														
1/2" Straight	X	100	\$166.67	\$165.00		X	100	\$167.00	\$165.33		X	100	\$2.440	\$ 239.12
3/4" Straight	X	100	\$236.67	\$234.30		X	100	\$236.00	\$233.64		X	100	\$3.480	\$ 341.04
TOTAL OF GROUP VII				\$399.31					\$398.97					\$ 580.16
GROUP VIII - SWITCHES RECEPTACLES AND CORD CONNECTORS														
Single Pole 1121-2I	X	25	\$2.41	\$60.25		X	25	\$52.00	\$12.87		X	25	\$3.970	\$97.27
3-Way 1123-2	X	25	\$2.83	\$70.75		X	25	\$90.00	\$22.28		X	25	\$4.610	\$ 112.95
Duplex Recep. R15-I	X	50	\$1.66	\$83.00		X	50	\$54.00	\$26.73		X	50	\$1.270	\$62.23
Duplex Receptacle 5362I	X	50	\$1.81	\$90.50							X	50	\$1.410	\$69.09
1447 Woodhead Male Cord End	X	20	\$888.88	\$176.00			20	\$9.00	\$178.20		X	20	\$10.090	\$ 197.76
1547 Woodhead Female Cord End	X	20	\$1,578.94	\$312.63			20	\$15.00	\$297.00		X	20	\$22.310	\$ 437.28
TOTAL OF GROUP VIII				\$793.13					\$537.08					\$ 976.57
GROUP IX - J BOXES														
1/2" KNOCK OUT SIZE														
4" square	X	50	\$45.01	\$22.28		X	50	\$107.00	\$52.97		X	50	\$1.130	\$55.37
4-11/15" square	X	50	\$95.93	\$47.49							X	50	\$2.930	\$ 143.57
4 " octagon	X	50	\$56.25	\$27.84		X	50	\$51.00	\$25.25		X	50	\$0.950	\$46.55
3/4" KNOCK OUT SIZE														
4" square	X	50	\$45.01	\$22.28		X	50	\$108.00	\$53.46		X	50	\$5.930	\$ 290.57
4-11/16" square	X	50	\$95.93	\$47.49		X	50	\$1,200.00	\$594.00		X	50	\$11.410	\$ 559.09
4" octagon	X	50	\$83.83	\$41.50		X	50	\$176.00	\$87.12		X	50	\$1.640	\$80.36
TOTAL OF GROUP IX				\$208.87					\$812.79					\$1,175.51
GROUP X - COVERS														
BLANK:														
4" square	X	50	\$24.21	\$11.98		X	50	\$18.00	\$ 8.91		X	50	\$3.770	\$ 184.73
4-11/16" square	X	50	\$40.00	\$19.80		X	50	\$31.00	\$15.35		X	50	\$15.510	\$ 759.99
4 " octagon	X	50	\$25.57	\$12.66		X	50	\$17.00	\$ 8.42		X	50	\$1.670	\$81.83
TOTAL OF GROUP X				\$44.44					\$32.67					\$1,026.55
GROUP XI – CONDUIT														
IMC:														
1/2"		500 Ft.	\$70.32	\$348.08			500 Ft.	\$62.00	\$306.90					
3/4"		500 Ft.	\$83.11	\$411.39			500 Ft.	\$73.00	\$361.35					
1"		500 Ft.	\$124.83	\$617.91			500 Ft.	\$110.00	\$544.50					
PVC COATED RIGID STEEL:														
1/2"		500 Ft.	\$348.89	\$1,727.01			500 Ft.	\$387.92	\$1,920.20					
3/4"		500 Ft.	\$384.24	\$1,901.99			500 Ft.	\$449.59	\$2,225.47					
1"		500 Ft.	\$523.63	\$2,591.97			500 Ft.	\$582.04	\$2,881.10					
EMT:														
1/2"		1000 Ft.	\$20.55	\$203.45			1000 Ft.	\$18.00	\$178.20					
3/4"		1000 Ft.	\$36.29	\$359.27			1000 Ft.	\$33.00	\$326.70					
1"		500 Ft.	\$63.53	\$314.47			500 Ft.	\$57.00	\$282.15					
LB (APPLETON):														
1/2"	X	100	\$619.79	\$613.59			100	\$240.00	\$237.60		X	100	\$6.140	\$ 601.72
3/4"	X	100	\$744.53	\$737.08			100	\$325.00	\$321.75		X	100	\$7.340	\$ 719.32
1"	X	50	\$ 1,115.58	\$552.21			50	\$452.00	\$223.74		X	50	\$11.020	\$ 539.98
"T" LB (APPLETON):														
1/2"	X	50 Ea.	\$775.26	\$383.75			50 Ea.	\$5.60	\$277.20		X	50 Ea.	\$7.770	\$ 380.73
3/4"	X	50 Ea.	\$930.84	\$460.77			50 Ea.	\$6.78	\$335.61		X	50 Ea.	\$9.210	\$ 451.29

1"	X	50 Ea.	\$ 1,395.05	\$690.55		50 Ea.	\$10.00	\$495.00	X	50 Ea.	\$13.880	\$ 680.12
"C" CONDULET (APPLETON):												
1/2"	X	50 Ea.	\$788.21	\$390.16	X	50 Ea.	\$4.50	\$ 2.23		50 Ea.	\$6.020	\$ 294.98
3/4"	X	50 Ea.	\$744.53	\$368.54	X	50 Ea.	\$5.45	\$ 2.70		50 Ea.	\$7.200	\$ 352.80
1"	X	50 Ea.	\$ 1,115.58	\$552.21	X	50 Ea.	\$8.00	\$ 3.96		50 Ea.	\$9.790	\$ 479.71
1 HOLE STRAP												
1/2"	X	100 Ea.	\$3.85	\$ 3.81	X	100 Ea.	\$3.52	\$ 3.48		100 Ea.	\$0.199	\$19.50
3/4"	X	100 Ea.	\$5.96	\$ 5.90	X	100 Ea.	\$7.74	\$ 7.66		100 Ea.	\$0.245	\$24.01
1"	X	100 Ea.	\$9.78	\$ 9.68	X	100 Ea.	\$10.00	\$ 9.90		100 Ea.	\$0.383	\$37.53
EMT CONNECTORS (STEEL)												
1/2"	X	200 Ea.	\$9.84	\$19.48	X	200 Ea.	\$9.00	\$17.82		200 Ea.	\$0.115	\$22.54
3/4"	X	200 Ea.	\$16.03	\$31.74	X	200 Ea.	\$12.00	\$23.76		200 Ea.	\$0.188	\$36.85
1"	X	100 Ea.	\$27.51	\$27.23	X	100 Ea.	\$22.00	\$21.78		100 Ea.	\$0.523	\$51.25
CONDUIT NON METALLIC RIGID												
1/2" Conduit		200 Ft.	\$16.24	\$32.16		200 Ft.	\$15.00	\$29.70		200 Ft.		
3/4" Conduit		200 Ft.	\$19.63	\$38.87		200 Ft.	\$18.00	\$35.64		200 Ft.		
1" Conduit	X	200 Ft.	\$28.53	\$56.49		200 Ft.	\$27.00	\$53.46		200 Ft.		
1/2" Coupling	X	50 Ea.	\$7.80	\$ 3.86		50 Ea.	\$6.00	\$ 2.97		50 Ea.	\$0.080	\$3.92
3/4" Coupling	X	50 Ea.	\$9.61	\$ 4.76		50 Ea.	\$7.00	\$ 3.47		50 Ea.	\$0.102	\$5.00
1" Coupling	X	50 Ea.	\$14.81	\$ 7.33		50 Ea.	\$12.00	\$ 5.94		50 Ea.	\$0.155	\$7.60
1/2" 90 Degree Elbow	X	50 Ea.	\$31.49	\$15.59		50 Ea.	\$21.00	\$10.40		50 Ea.	\$1.700	\$83.30
3/4" 90 Degree Elbow	X	50 Ea.	\$35.30	\$17.47		50 Ea.	\$24.00	\$11.88		50 Ea.	\$0.533	\$26.12
1" 90 Degree Elbow	X	50 Ea.	\$55.04	\$27.24		50 Ea.	\$36.00	\$17.82		50 Ea.	\$2.130	\$ 104.37
EMT COUPLING (STEEL)												
1/2"	X	200 Ea.	\$14.93	\$29.26	X	200 Ea.	\$11.00	\$21.78		200 Ea.	\$0.153	\$29.99
3/4"	X	200 Ea.	\$22.51	\$44.12	X	200 Ea.	\$18.00	\$35.64		200 Ea.	\$0.231	\$45.28
1"	X	100 Ea.	\$35.30	\$34.95	X	100 Ea.	\$27.00	\$53.46		100 Ea.	\$0.363	\$35.57
TOTAL OF GROUP XI				\$ 13,634.36				\$ 11,292.92				\$5,033.48
GROUP XII - MINERLAC (NO SUBSTITUTIONS)												
0 - Size	X	200	\$39.26	\$77.73	X	200	\$33.00	\$65.34		200	\$0.367	\$71.93
1 - Size	X	200	\$45.42	\$89.93	X	200	\$41.00	\$81.18		200	\$0.425	\$83.30
2 - Size	X	200	\$56.40	\$111.67	X	200	\$45.00	\$89.10		200	\$0.497	\$97.41
TOTAL OF GROUP XII				\$279.34				\$235.62				\$ 252.64
GROUP XIII - STRUT GALVANIZED (PLATED)												
1-5/8"B22SH		300 Ea	\$123.53	\$366.88		300 Ea	\$116.00	\$344.52		300 Ea	\$1.490	\$ 438.06
1-5/8" B140	X	20 Ea.	\$128.57	\$25.46		20 Ea.	\$199.00	\$39.40		20 Ea.	\$5.320	\$ 104.27
1-5/8" B133	X	20 Ea.	\$173.94	\$34.44		20 Ea.	\$322.00	\$63.76		20 Ea.	\$6.530	\$ 127.99
1-5/8" B202	X	20 Ea.	\$28.12	\$ 5.57		20 Ea.	\$45.00	\$ 8.91		20 Ea.	\$8.170	\$ 160.13
1-5/8" B76622	X	20 Ea.	\$501.37	\$99.27		20 Ea.	\$834.00	\$165.13		20 Ea.	\$19.510	\$ 382.40
1-5/8" B44122	X	20 Ea.	\$180.37	\$35.71		20 Ea.	\$259.00	\$51.28		20 Ea.	\$4.710	\$92.32
TOTAL OF GROUP XIII				\$567.33				\$673.00				\$1,305.16
GROUP XIV - MISCELLANEOUS												
Small Sticky Pads ABM2S-A-C	X	100	\$59.32	\$58.73	X	100	\$28.52	\$28.23		100	\$0.701	\$68.69
Large Sticky Pads ABM4H-A-L	X	100	\$106.16	\$105.10	X	100	\$70.00	\$69.30		100	\$1.250	\$ 122.50
Small Wire Ties PLT1-5M-M	X	100	\$38.72	\$38.33	X	100	\$25.50	\$25.25		100	\$0.043	\$4.21
Medium Wire Ties PLT1-5I-M	X	100	\$38.33	\$37.95	X	100	\$26.00	\$25.74		100	\$0.043	\$4.21
Large Wire Ties PLT- 3S-CB	X	100	\$25.12	\$24.87	X	100	\$12.00	\$11.88		100	\$0.362	\$35.48
#33 Black Tape	X	20	\$3.68	\$72.86	X	20	\$0.81	\$16.04		20	\$4.120	\$80.75
#35 Red Tape	X	20	\$3.68	\$72.86	X	20	\$3.50	\$69.30		20	\$1.190	\$23.32
#2210, 4" Tape	X	20	\$42.64	\$844.27	X	20	\$47.00	\$930.60		20	\$47.740	\$ 935.70

Plastibond Touch-Up Compound	X	10	\$48.73	\$482.43							10	\$60.190	\$ 589.86
Linerless Rubber Splicing Tape 69 KV, Model 130C	X	5	\$10.55	\$52.22	X	5	\$11.00	\$54.45			5	\$15.590	\$76.39
Duct Seal 1-1/2" x 12" Stick MPS-2	X	5	\$15.39	\$76.18	X	5	\$3.00	\$14.85			5	\$3.040	\$14.90
RC2S102TP ADV 2-F48 1500MA 120V	X	5	\$131.03	\$648.60		5	\$82.00	\$405.90			5	\$126.760	\$ 621.12
RC2S85TP ADV 2-F72 800MA 120V	X	5	\$106.40	\$526.68		5	\$40.00	\$198.00			5	\$102.930	\$ 504.36
RC2S102TP ADV 2-F48 1500MA 120V	X	5	\$131.03	\$648.60		5		\$-			5	\$126.760	\$ 621.12
RC2S85TP ADV 2-F72 800MA 120V	X	5	\$106.40	\$526.68		5		\$-			5	\$102.930	\$ 504.36
REL4P32SC351 ADV (4) F32T8	X	5	\$16.13	\$79.84	X	5	\$18.00	\$89.10			5	\$28.820	\$ 141.22
RS2S200TP ADV 2-F96VHO 120V BALLAST	X	5	\$141.86	\$702.21	X	5	\$90.00	\$445.50			5	\$130.260	\$ 638.27
79W6041-001 ADVANCE BALLAST	X	5	\$464.58	\$2,299.67		5	\$433.00	\$2,143.35			5	\$449.470	\$2,202.40
TOTAL OF GROUP XIV				\$7,298.08				\$4,527.49					\$7,188.88
GROUP XVI - WIRE													
#14 AWG Black THHN Wire		1000FT	\$64.44	\$63.80		1000FT	\$55.00	\$54.45					
#12 AWG Black THHN Wire		1000FT	\$96.81	\$95.84		1000FT	\$80.00	\$79.20					
#10 AWG Black THHN Wire		1000FT	\$151.17	\$149.66		1000FT	\$121.00	\$119.79					
#14 AWG Green MTW Wire		1000FT	\$93.68	\$92.74		1000FT	\$42.00	\$41.58					
#12 AWG Black MTW Wire		250FT	\$122.11	\$30.22		250FT	\$59.00	\$58.41					
#10 AWG Black MTW Wire		250FT	\$196.84	\$48.72		250FT	\$90.00	\$89.10					
4-pair CAT-5 #24 AWG		1000FT	\$92.50	\$91.58		1000FT	\$78.00	\$77.22					
2 Conductor #18 AWG Shielded Wire		1000FT	\$78.75	\$77.96		1000FT	\$235.00	\$232.65					
2 Conductor #18 AWG Shielded Wire		250FT	\$78.75	\$19.49									
#14/3 SJ Cord		250FT	\$452.89	\$112.09		250FT	\$211.00	\$208.89					
TOTAL OF GROUP XVI				\$782.10				\$961.29					
GROUP XVII – OTHER MISCELLANEOUS ITEMS													
Adapter, male terminal adapter, 1-1/4"	No Bid					100	\$27.00	\$26.73			100	\$0.376	\$36.85
Adapter, male terminal adapter, 3/4"						100	\$17.00	\$16.83			100	\$0.185	\$18.12
Ballast kit, high pressure sodium, 150W					X	1	\$60.00	\$59.40			1	\$121.890	\$ 119.45
Blade, reciprocal saw, 8"x3/4", TPI bi-metal					X	5	\$3.00	\$ 2.97			5	\$7.390	\$36.21
Bolt, split bolt, ITB 2AWG CU/AL					X	1	\$4.00	\$ 3.96			1	\$4.398	\$4.31
Bolt, split bolt, ITB 4AWG CU/AL					X	1	\$3.25	\$ 3.22			1	\$3.590	\$3.52
Box, grade plastic box w/ cover and bolt, 12"													
Bushing, plastic, 1-1/4"											1	\$0.847	\$0.83
Bushings, reducing bushings, 1-1/4" to 1/2"											1	\$5.433	\$5.32
Cap, service entrance cap, 1-1/4"						1	\$3.90	\$ 3.86			1	\$5.026	\$4.93
Cap, service entrance cap, 3/4"						1	\$1.20	\$ 1.19			1	\$3.256	\$3.19
Cap, service entrance cap, 2"						1	\$8.00	\$ 7.92			1	\$9.617	\$9.42
Cap, service entrance cap, 3"						1	\$40.00	\$39.60			1	\$46.190	\$45.27
Cement, 1 quart						1	\$9.25	\$ 9.16			1	\$11.310	\$11.08
Clamp, aluminum, 1-1/4"					X	1	\$3.00	\$ 2.97			1	\$5.003	\$4.90
Conduit, PVC Sch 40, 1-1/4"						100	\$40.00	\$39.60					
Conduit, PVC Sch 40, 3"						100	\$115.00	\$113.85					
Conduit, PVC Sch 80, 1-1/4"						100	\$57.00	\$56.43					

Conduit, PVC Sch 80, 2"		100	\$88.00	\$87.12				
Conduit, PVC Sch 80, 2-1/2"		100	\$134.00	\$132.66				
Conduit, PVC Sch 80, 3/4"		100	\$52.00	\$51.48				
Conduit, PVC Sch 80, 3"		100	\$162.00	\$160.38				
Connector, wing-nut, blue		100	\$340.00	\$336.60		100	\$0.380	\$37.24
Connector, wing-nut, red		100	\$114.00	\$112.86		100	\$0.128	\$12.54
Connector, wing-nut, yellow		100	\$85.00	\$84.15		100	\$0.110	\$10.78
Cord, portable cord, SOOW, 250', 600V, black								
Coupling, non-metallic, 1-1/4"		100	\$18.00	\$17.82		100	\$0.213	\$20.87
Coupling, non-metallic, 2"		100	\$34.00	\$33.66		100	\$0.389	\$38.12
Coupling, non-metallic, 2-1/2"		100	\$11.00	\$10.89		100	\$0.704	\$68.99
Coupling, non-metallic, 3/4"		100	\$90.00	\$89.10		100	\$0.106	\$10.39
Coupling, non-metallic, 3"		100	\$95.00	\$94.05		100	\$1.217	\$ 119.27
Elbow, 45 degree, Sch 40, 2"		1	\$1.20	\$ 1.19		1	\$1.421	\$1.39
Elbow, 45 degree, Sch 40, 3"		1	\$4.50	\$ 4.46		1	\$4.350	\$4.26
Elbow, 90 degree, Sch 40, 1-1/4"		1	\$0.75	\$ 0.74		1	\$0.884	\$0.87
Elbow, 90 degree, Sch 40, 2"		1	\$1.05	\$ 1.04		1	\$1.540	\$1.51
Elbow, 90 degree, Sch 40, 2-1/2"		1	\$2.10	\$ 2.08		1	\$12.680	\$12.43
Elbow, 90 degree, Sch 40, 3"		1	\$4.10	\$ 4.06		1	\$4.640	\$4.55
Elbow, 90 degree, Sch 80, 2"		1	\$1.35	\$ 1.34		1	\$8.970	\$8.79
Elbow, 90 degree, Sch 80, 3"		1	\$16.00	\$15.84		1	\$25.080	\$24.58
Fitting, 3/4" LB access fitting		1	\$1.75	\$ 1.73		1	\$2.380	\$2.33
Fitting, 3" LB access fitting		1	\$3.00	\$ 2.97		1	\$31.640	\$31.01
Fuse, Class CC, 600V		1	\$11.00	\$10.89		1	\$10.150	\$9.95
Fuse, Limitron, 600V		1	\$11.00	\$10.89		1	\$10.150	\$9.95
Hub, load center, 1-1/4"		1	\$5.00	\$ 4.95		1	\$7.400	\$7.25
Knife,locking tradesman	X	1	\$13.00	\$12.87		1	\$11.550	\$11.32
Lamp, high pressure sodium, 150W	X	1	\$10.00	\$ 9.90		1	\$16.350	\$16.02
Locknut, steel, 1-1/4"	X	100	\$35.00	\$34.65		100	\$0.267	\$26.20
Lubricant, anti-oxidant joint compound, 8oz.	X	1	\$13.00	\$12.87		1	\$13.110	\$12.85
Meter socket hub, 1-1/4"		1	\$5.50	\$ 5.45		1	\$7.540	\$7.39
Meter socket, overhead, 100A							\$267.550	\$-
Meter socket, underground, 200A		1	\$80.00	\$79.20		1	\$115.690	\$ 113.38
Nipple, galvanized nipple, 1-1/4"x4"		1	\$1.50	\$ 1.49		1	\$1.620	\$1.59
Photo control, 120-277V	X	1	\$9.00	\$ 8.91		1	\$15.260	\$14.95
Photo control, thermal type w/ stem & swivel mounting	X	1	\$8.00	\$ 7.92		1	\$12.270	\$12.02
Rod, galvanized ground rod, 5/8"x8'		1	\$7.00	\$ 6.93		1	\$9.130	\$8.95
Screwdriver, heavy-duty electrician's cabinet tip	X	1	\$6.50	\$ 6.44		1	\$7.680	\$7.53
Screwdriver, Phillips head, 1/4"x4"	X	1	\$6.50	\$ 6.44		1	\$6.900	\$6.76
Screwdriver, round shank, 1/4"x4"	X	1	\$6.50	\$ 6.44		1	\$8.640	\$8.47
Splice kit, set screw bar conn		1	\$14.00	\$13.86		1	\$10.670	\$10.46
Staples, 1"x1/2"	X	100	\$14.00	\$13.86		100	\$41.960	\$4,112.08
Strap, 2-hole, 1-1/4"	X	100	\$24.00	\$23.76		100	\$0.252	\$24.73
Strap, 2-hole, 2"	X	100	\$45.00	\$44.55		100	\$0.478	\$46.84
Strap, 2-hole, 3/4"	X	100	\$9.00	\$ 8.91		100	\$0.097	\$9.51
Stripper, T-5 wire stripper, 10-18 AWG solid	X	1	\$9.50	\$ 9.41		1	\$10.340	\$10.13
Tape, coding tape, 3/4"x66', white	X	1	\$3.50	\$ 3.47		1	\$4.020	\$3.94
Tape, duct tape, 2"x60yds, silver	X	1	\$1.90	\$ 1.88		1	\$9.260	\$9.07
Tape, tuff-grip steel fish tape, 240'x1/8"	X	1	\$53.00	\$52.47		1	\$62.110	\$60.87
Tape, vinyl electrical tape, 3/4"x66'	X	1	\$4.00	\$ 3.96		1	\$4.340	\$4.25
Tubing, 100', blue ENT coil, non-metallic, 1"		100	\$16.00	\$15.84				
Wire, #10 THHN stranded, 500', Black		1000	\$121.00	\$119.79				

Wire, #10 THHN stranded, 500', White				1000	\$121.00	\$119.79					
Wire, #14 THHN stranded, 500', Black				1000	\$55.00	\$54.45					
Wire, #14 THHN stranded, 500', Red				1000	\$55.00	\$54.45					
Wire, #14 THHN stranded, 500', White				1000	\$55.00	\$54.45					
TOTAL GROUP XVII						\$2,455.00					\$5,279.77
Percentage discount offered from other catalogs	10%										
NOTE: GROUPS IX, X, XI, XII, and XIII shall be Appleton, no substitutions.											

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated as per the attached Staff Reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bids for the listed items as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Cost
Carbide Under Scraper Blades	Chemung Supply Corporation	\$202.58 each
Bulk Engine Oil	J&H Oil Company & VanManen Petroleum Company	Bid prices as shown on the attached Staff Report
Automotive Body Repair	Auto Body Xperts	Hourly rates as shown on the attached Staff Report

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 16, 2015.

ATTACHMENTS:
Staff Reports
Tab Sheet

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: November 2, 2015

SUBJECT: Bid Award - Carbide under Scraper Blades

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: November 16, 2015

RECOMMENDATION

It is recommended that the City of Wyoming Council award the bid for Carbide Under Scraper Blades to the lowest bidder, Chemung Supply Corporation, at a unit price of \$202.58.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. In order to continue to protect the environment and the public, the Public Works Department recycles the used snow plow blades.

Social Equality

Snow Plowing services are provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's snow plowing services.

Economic Strength

The use of carbide under scraper blades allows the Public Works Department to provide high quality snow plowing services. The high quality snow plowing services allow the Public Works Department to maintain the City's streets and infrastructure which sustains public and private property values.

DISCUSSION

On October 13, 2015, the City Clerk received three bids for Carbide under Scraper Blades out of thirty-two invitations to bid that were sent out.

The Public Works Department maintains approximately 240 miles of streets. A fleet of 18 trucks are used to remove snow and ice from the City's streets. In order to remove the snow, snow plows with replaceable carbide under scraper blades are attached to the trucks. Each snow plow generally needs 3 under scraper blades to properly function. These blades are typically replaced at least once each year.

As indicated in the following bid tabulation, Chemung Supply Corporation had the lowest bid of \$202.58 per blade. The Public Works Department anticipates purchasing approximately 90 blades throughout this winter season for a total of \$18,232.20.

BUDGET IMPACT

Sufficient funds have been budgeted for the purchase of carbide under scraper blades in the Motor Pool Fund, Equipment Operations, Maintenance Supplies Account, 661-441-58200-775.000.

BID TABULATION

	Chemung Supply Corporation	Winter Equipment Company, Inc.	Shults Equipment, LLC
	\$202.58	\$224.91	\$308.60
Manufacture of Blade bid:	Evolution Edges	Black Cat Blades	Kennametal, Inc.
Bidder Complies:			
The blades bid shall be hot rolled, top beveled for use with 12' under-scraper type plows.	X	X	X
Blades shall contain a 3/4" wide WC grade tungsten carbide insert the full length of the bottom of the blade.	X	X	X
Blade overall dimensions (inches) shall be 7/8 x 5 x 48	X	X	X
Bolt hole shall be 11/16" square hole with countersink to receive 5/8" plow bolt. Distance (inch) from top 1-1/2	X	X	X
Bolt hole spacing (inch) shall be 3-3-12-12-12-3-3	X	X	X
Weight per blade 62 lbs.		Blades are 57 lbs.	
Other		\$120.00 Drop Ship Fee	
Number of days required for delivery from date of receipt of purchase order	45	30-40	60

STAFF REPORT

DATE: November 2, 2015

SUBJECT: Bid Award – Bulk Engine Oil

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: November 16, 2015

RECOMMENDATION

The Public Works Department recommends the City Council award the bid for the purchase of engine oil to the two lowest bidders, J&H Oil Company and VanManen Petroleum Company, for the unit prices as stated in the bid tabulation.

SUSTAINABILITY CRITERIA

Environmental Quality

Fleet Services strives to use synthetic oils that extend maintenance intervals and reduce dependence on crude oil.

Social Equity

Engine oil is used in the maintenance of all City of Wyoming vehicles and equipment, which are used throughout the City without regard to income or socio-economic status.

Economic Strength

With proper maintenance intervals the changing of engine oil reduces maintenance costs and the need for major repairs on all city equipment. When bought in bulk, the cost per gallon is reduced.

DISCUSSION

On October 27, 2015, the City Clerk received four bids for bulk engine oil out of twenty-four requests for bids that were sent out. Bids received are tabulated on the following page.

The City uses a variety of oils for vehicle maintenance. Out of the four bids received, VanManen Petroleum Company submitted the sole bid of \$25.85 per gallon for Mobil 1 5W20, special synthetic oil primarily used for police fleet vehicles.

J&H Oil Company submitted the lowest bid of \$8.61 a gallon for 5W20 Kendal synthetic engine oil and \$12.94 a gallon for 5W40 Triton ECT synthetic engine oil which are used for the majority of the fleet.

The Public Works Department purchases approximately \$17,000.00 of engine oil a year.

BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool Maintenance Supply Account 661-441-52800-775.000.

Bid Tabulation

Item Description	Size	J&H Oil Company	VanManen Petroleum Group	Kamp Oil	Major Brands Oil
Synthetic Bulk Engine Oil	Per Gallon	\$12.94	\$14.87	\$12.99	\$16.63
		Conoco Phillips Triton ECT 15w40 Full Synthetic	Mobil Delvac Elite 15w-40 CJ-4	Kendall 5w40	Calumet - Quantum
	55 Gallon Drum		\$28.42		
			Mobil Delvac 1 ESP 5w40		
Mobile 1	Per Gallon		\$11.26		\$16.48
			Mobil Delvac 1300 Super 15w40 CJ-4		Quaker State
	55 Gallon Drum		\$10.81		
			Mobil Delvac 1300 Super 15w40 CJ-4		
	55 Gallon Drum		\$25.85		
			Mobil 1 5w20		
Kendall Bulk	Per Gallon	\$8.61	\$7.14	\$9.49	\$16.48
		Kendall GT1 5w20	Vantage 5w30	5w20	Quaker State

STAFF REPORT

DATE: November 2, 2015

SUBJECT: Bid Award – Automotive Body Repair

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: November 16, 2015

RECOMMENDATION

It is recommended that the City Council award the bid for Automotive Body Repair through December 1, 2016 to the lowest bidder, Auto Body Xperts, for the hourly rates as noted in the bid tabulation.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. In order to continue to protect the environment and the public, vehicles need to be maintained in an optimal working condition.

Social Equity

The Fleet Services vehicles within the City provide the same high quality service to all residents without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Fleet Services vehicles.

Economic Strength

The Fleet Services vehicles provide the City the opportunity to provide the businesses and residents of the City with safe and reliable service.

DISCUSSION

On October 27, 2015 the City Clerk Received 6 bids for automotive body repair out of 76 invitations to bid that were sent out.

The City of Wyoming operates a fleet of approximately 300 vehicles. The vehicles range from mowers to fire trucks. Occasionally one of the vehicles is involved in an accident and needs to be repaired. Accident damage typically requires unique skills, special tools and strict environmental regulation adherence. Because of the limited number of automotive body repairs, it is typically more economical to contract automotive body repair to an outside contractor.

Auto Body Xperts of Hudsonville submitted the lowest bid. It is recommended the bid be awarded to Auto Body Xperts for body shop repairs for the hourly rates as noted in the bid tabulation.

BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool, Equipment Operations, Repairs and Maintenance account number 661-441-58200-930.000.

CITY OF WYOMING

TABULATION OF BIDS

AUTO BODY REPAIRS

Opened By City Clerk On October 27, 2015 At 11:00 a.m. o'clock

All bid prices reduced to net.

	Rate Per Hour																	
Bidder:	Auto Body Xperts			Gerber Collision and Glass			Carstar 76 Collision			Pfeiffer Collision Center			Un. Que Body Shop LLC			Grand Buick Collision Center		
Type of Vehicle:	Body Labor	Paint Labor	Paint Material	Body Labor	Paint Labor	Paint Material	Body Labor	Paint Labor	Paint Material	Body Labor	Paint Labor	Paint Material	Body Labor	Paint Labor	Paint Material	Body Labor	Paint Labor	Paint Material
Cars	\$32.00	\$32.00	\$25.00	\$36.00	\$36.00	\$24.00	\$40.00	\$40.00	\$23.00	\$46.00	\$46.00	\$29.00	\$48.00	\$48.00	\$28.00	\$48.00	\$48.00	\$28.00
Police Cars	\$32.00	\$32.00	\$25.00	\$36.00	\$36.00	\$24.00	\$40.00	\$40.00	\$23.00	\$46.00	\$46.00	\$29.00	\$48.00	\$48.00	\$28.00	\$48.00	\$48.00	\$28.00
Vans	\$32.00	\$32.00	\$25.00	\$36.00	\$36.00	\$24.00	\$40.00	\$40.00	\$23.00	\$46.00	\$46.00	\$29.00	\$48.00	\$48.00	\$28.00	\$48.00	\$48.00	\$28.00
Light Duty Trucks	\$32.00	\$32.00	\$25.00	\$36.00	\$36.00	\$24.00	\$40.00	\$40.00	\$23.00	\$46.00	\$46.00	\$29.00	\$48.00	\$48.00	\$28.00	\$48.00	\$48.00	\$28.00
Medium Duty Trucks	\$32.00	\$32.00	\$25.00	\$55.00			\$40.00	\$40.00	\$23.00				\$55.00	\$55.00	\$30.00	\$48.00	\$48.00	\$28.00
Light Duty Trucks (Aluminum)				\$65.00	\$65.00	\$45.00												
Heavy Duty Trucks	\$32.00	\$32.00	\$25.00	\$65.00	\$65.00	\$45.00	\$45.00	\$45.00	\$23.00				\$68.00	\$68.00	\$40.00			

ORDINANCE NO. 12-15

AN ORDINANCE TO AMEND CHAPTER 30, ARTICLE VI, SECTIONS 202 THROUGH 203, 205 THROUGH 208, 212 AND 216 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. Chapter 30, Article VI, Sections 202 through 203, 205 through 208, 212, and 216 of the Code of Ordinances of the City of Wyoming, Michigan, are amended to read as follows:

Sec. 30-202. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except when the context clearly indicates a different meaning:

Affected parcel means a parcel of land, any part of which is located within a restricted zone.

Applicant means a person who applies or applied for the establishment of a restricted zone pursuant to this article.

City means the City of Wyoming.

City property means any interest in real property owned or held by the city and shall include, but not be limited to, the following:

- (i) Real property owned by the city;
- (ii) Real property leased by the city as lessee; and
- (iii) City streets, alleys or other city rights-of-way or easement.

Contaminated groundwater means groundwater in which there are present concentrations of constituents that exceed drinking water criteria under the Safe Drinking Water Act, 1976 PA 399, as amended, MCL 325.1001 *et seq.*, or the residential drinking water criteria established by the MDEQ in operational memoranda or rules promulgated pursuant to Part 201 or Part 213, dependent upon whether the release is regulated pursuant to Part 201 or Part 213.

Domestic use means the use of groundwater by humans for drinking, cooking, food preparation and other food-related services, domestic animal consumption, gardening, filling of swimming pools or hot tubs, cleaning, washing, bathing and similar household-type water uses in any dwelling, or in any building in which commercial/business, governmental/public, institutional, or industrial activities are conducted. The term does not include water used solely for closed-loop heat pumps, non-contact cooling, or production and/or processing purposes of commercial or industrial enterprises where human exposure is excluded.

Groundwater means water below the land surface in the zone of saturation and capillary fringe.

Influential well means a well which if used or installed will have the effect of exacerbating a contaminated groundwater plume through its zone of influence.

Irrigation use means the use of water for lawn, garden or landscaping irrigation on a residential parcel of land. The term does not include water used for commercial, agricultural or farm irrigation, except as specifically directed by the MDEQ.

MDEQ means the Michigan Department of Environmental Quality or its successor agency.

ODWMA means the Office of Drinking Water and Municipal Assistance of the MDEQ or its successor agency.

Owner means the holder of record title for a parcel of land and also the occupant or operator of a parcel of land in possession under a land contract or lease.

NREPA means the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 *et seq.*

Part 201 means part 201 of the NREPA (MCL 324.20101 *et seq.*)

Part 213 means part 213 of the NREPA (MCL 324.21301a *et seq.*).

Person means any individual, partnership, corporation, association, club, joint venture, estate, trust and any other group or combination acting as a unit, and the individuals constituting such group or unit.

Restricted zone means an area or areas described within Section 30-203 of this article for which prohibition of wells and the use of groundwater applies and includes parcels of land that are legally described in this article, and as amended from time to time as provided in this article.

U.S. EPA means the United States Environmental Protection Agency or the successor agency.

Well means an opening in the surface of the earth for the purpose of removing fresh water through non-mechanical or mechanical means for any purpose other than a public emergency or conducting response actions that are consistent with the NREPA, the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC Section 9601 *et seq.*, the federal Resource Conservation and Recovery Act, as amended, 42 USC Section 6901 *et seq.*, or other applicable statute.

Sec. 30-203. - Restricted zone.

The following described areas in the city shall be restricted zones under this article. They may be referred to by reference to the name provided in the caption preceding its description. Additional restricted zones, along with a map illustrating the restricted zones, may be added by amending the article in accordance with Section 30-212 and all other applicable laws and code provisions.

(1) *36th Street SW Restricted Zone.* The 36th Street SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan, generally described as follows: That area of the City of Wyoming, Kent County, Michigan described as follows: Commencing at the southeast corner of the intersection of the southerly right-of-way ("ROW") line of 28th Street SW (M-11) and the easterly ROW line of US Route 131, thence south along the easterly ROW line of US Route 131 to the northerly ROW line of 41st Street SW (as said 41st Street SW would be extended in a straight line westerly from its current terminus to US Route 131), thence east along the northerly ROW line of 41st Street SW to the westerly ROW line of Buchanan Ave SW, thence north along the westerly ROW line of Buchanan Ave SW to the northerly ROW line of Floyd Street SW, thence east along the northerly ROW line of Floyd Street SW to the westerly ROW line of Division Ave S, thence north along the westerly

ROW line of Division Ave S to the southerly ROW line of 34th Street SW, thence west along the southerly ROW line of 34th Street SW to the westerly ROW line of Birchwood Ave SW, thence north along the westerly ROW line of Birchwood Ave SW to the southerly ROW line of 32nd Street SW, thence west along the southerly ROW line of 32nd Street SW to the westerly ROW line of Hillcroft Ave SW, thence north along the westerly ROW line of Hillcroft Ave SW to the southerly ROW line of 28th Street SW (M-11) (as said Hillcroft Ave SW would be extended in a straight line northerly from its current terminus to 28th Street SW (M-11)), thence west along the southerly ROW line of 28th Street SW (M-11) to the point of beginning.

(2) *28th Street SW Restricted Zone.* The 28th Street SW Restricted Zone described as follows:
41-17-13-103-050 (608 28th Street SW)

That area of the City of Wyoming, Kent County, Michigan described as follows:
Commencing at the northwest corner of the intersection of the southerly right-of-way ("ROW") line of 28th Street SW and the westerly ROW line of Longstreet Ave. SW, thence southerly along the westerly ROW line of Longstreet Ave. SW a distance of 375 feet, thence easterly a distance of 760 feet more or less ("MOL") to the Easterly ROW line of Highgate Ave. SW, thence northerly along the easterly ROW line of Highgate Ave. SW a distance of 375 feet MOL to the northerly ROW line of 28th St. SW, thence westerly along the northerly ROW line of 28th St. SW to the point of beginning.

Sec. 30-205. - Influential wells.

No influential well nor a well within a restricted zone may be used or installed if it will have the effect of exacerbating a contaminated groundwater plume, unless it is part of monitoring and/or remediation in conjunction with a response activity or corrective action approved by the MDEQ or the U.S. EPA.

Sec. 30-206. - Exceptions.

A person may install or utilize, or allow, permit or provide for the installation or utilization of a well in any restricted zone if any of the following exceptions applies and the requirements of the exception are complied with. The party proposing an exception to the well prohibition shall conduct "all appropriate inquiry" and prepare due care analysis pursuant to Part 201 or Part 213.

(1) *Proof of no influence.* If the MDEQ determines based on information provided to it by the person seeking this exception that the use of a well in a restricted zone will not exacerbate existing groundwater contamination, and that water from the proposed well will not be affected by contaminated groundwater, and proof of those determinations is delivered to the city, the well may be used.

(2) *Groundwater monitoring/remediation.* A well may be used for groundwater monitoring and/or remediation as part of a response activity or corrective action approved by the MDEQ or the U.S. EPA.

(3) *Construction dewatering.* A well may be used for construction dewatering if the following conditions are satisfied:

- (i) The use of the dewatering well will not result in unacceptable exposure to

contaminated groundwater, possible cross-contamination between saturated zones, or exacerbation of contaminated groundwater, as defined in Part 201; and

(ii) The water generated by that activity is properly handled and disposed of in compliance with all applicable laws, rules, regulations, permit and license requirements, orders and directives of any governmental entity or agency of competent jurisdiction.

Any exacerbation caused by the use of the well under this exception shall be the responsibility of the person operating the dewatering well, as provided in Part 201 or Part 213.

(4) *Processing activities.* If the MDEQ determines that the use of a well for non-contact heating, cooling, production, or processing involved in industrial or commercial activities will not cause migration or exacerbation of contaminated groundwater and proof of that determination is delivered to the city, such use of the well under terms and conditions specified by the MDEQ will be allowed. All information necessary for the MDEQ determination described in this subsection shall be provided by the person seeking this exception.

(5) *Public emergencies.* A well may be used in the event of a public emergency, as defined under the emergency management plan applicable in the city and pursuant to applicable state law, if authorized by the city. Notice of such use shall be provided to the MDEQ within a reasonable time thereafter.

Sec. 30-207. - Sources of water supplied for domestic and irrigation use.

(1) For affected parcels that are not already serviced by the city water system on the day of enactment of a restricted zone, the applicant of the restricted zone shall be responsible for the costs to connect those affected parcels within that restricted zone to the city water system. Furthermore, for affected parcels that have a well on the day of enactment of a restricted zone which is used primarily for irrigation uses, the applicant of the restricted zone shall be responsible for the costs to connect the irrigation system on the affected parcel within that restricted zone to the city water system.

(2) This section shall not be deemed as affecting the rights and remedies of an owner, or any other person or entity and/or of any federal, state or local government that may exist under any law, regulation, rule, ordinance, order, agreement and/or remedial action plan addressing groundwater within the city.

(3) In no event shall the city be required to incur any expense or cost under this article, except as may otherwise be approved by the city council for a public works project or by a separate agreement with the applicant, owner, other person or entity, or a governmental body or agency.

Sec. 30-208. - Enforcement.

The city manager, or his designee, shall be the official having the authority to enforce this article. After the effective date of this article, the enforcement official shall contact or direct contact to all owners of affected parcels, which from the information available to the city, appear to have wells prohibited under this article (if any), giving written notice of the need to cease using such wells and of the need for establishment of a domestic use or irrigation use water source (to the extent required) as prescribed, under Section 30-207, or to obtain

approval or acknowledgment of an exception under Sections 30-205 or 30-206. The owner shall immediately take steps so as to comply with the provisions of this article with regard to provision of water for domestic use and irrigation use within 60 days from the date of such notice. Any existing well in violation of this article shall then be plugged or abandoned in conformance with applicable legal requirements. Where, upon information available to the enforcement official, it is suspected that a well is being used on an affected parcel in violation of this article, the enforcement official may inspect such affected parcel and serve an appropriate notice and order of such violation requiring that action be taken promptly by the owner to bring the affected parcel into compliance. If the owner fails to act in accordance with such order, the enforcement official may seek remedies and penalties as provided in Section 30-209.

Sec. 30-212. - Amendment; repeal.

The MDEQ, an applicant, an owner, an entity involved in performing remedial actions in order to seek approval of a “no further action report” under Section 20114d of Part 201 or in performing corrective actions in order to seek approval of a closure report under Section 21312a of Part 213 or other interested party may request in writing to add parcels to or delete parcels from a restricted zone or to establish an additional restricted zone or to otherwise amend or repeal this article, and shall provide advance notice to the MDEQ and any applicant for such restricted zone of any proposed change hereunder, including the reasons supporting such request. The amendment or repeal of this article shall be by an appropriate ordinance adopted in the same manner as the ordinance codified in this article, and any such action shall be in the sole legislative discretion of the city council.

Sec. 30-216. - Publication and recording.

- (1) If the “release” for which this article or amendment to this article is sought is regulated pursuant to Part 201, then this article or amendment to the ordinance shall be published and maintained in the same manner as zoning ordinances.
- (2) If the “release” for which this article or amendment to this article is sought is regulated pursuant to Part 213, then the ordinance or amendment ordinance shall be filed by the applicant with the register of deeds as an ordinance affecting multiple properties.

Section 2. This ordinance shall become effect on the 22nd day of December, 2015.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the ____ day of November, 2015.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance 12-15